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June 12, 2001

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EXECUTIVE SECRETARY

VIA HAND DELIVERY

Mr. David Waddell  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

68 720

01-005/2

Re: Application of USCarrier Telecom, LLC for a Certificate to Provide  
Interexchange Telecommunications Services

Dear Mr. Waddell:

Enclosed please find for filing an original and thirteen (13) copies of USCarrier Telecom, LLC's Application for a Certificate to Provide Interexchange Telecommunications Services in Tennessee. I have also enclosed a check in the amount of \$25.00 payable to the Tennessee Regulatory Authority for the filing fee.

Applicant has also enclosed as Exhibit "H" hereto, its financial information in a separate envelope and hereby respectfully requests confidential treatment of the enclosed financial information that contains confidential and proprietary information. Applicant expects that this information will be restricted to counsel, agents and employees who are specifically assigned to this application by the Authority.

If you have any questions, or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Very truly yours,

FARRIS, MATHEWS, BRANAN,  
BOBANGO & HELLEN, P.L.C.

*Charles B. Welch Jr.*

Charles B. Welch, Jr.

Enclosures

POSTED  
6/12/01

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

**IN RE:**

<b>APPLICATION OF USCARRIER TELECOM, LLC</b>	)	
<b>FOR A CERTIFICATE OF PUBLIC CONVENIENCE</b>	)	<b>Docket No. _____</b>
<b>AND NECESSITY TO PROVIDE INTEREXCHANGE</b>	)	
<b>TELECOMMUNICATIONS SERVICES</b>	)	

**USCARRIER TELECOM, LLC APPLICATION FOR CERTIFICATE  
TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority, USCarrier Telecom, LLC (“USCarrier”) respectfully requests that the Tennessee Regulatory Authority (“TRA”) grant to USCarrier authority to provide resold and facilities-based interexchange private line services within the State of Tennessee. USCarrier is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of interexchange services.

In support of this Application, USCarrier submits the following:

1. The full name and address of the Applicant is:

USCarrier Telecom, LLC  
180 Interstate North Parkway, Suite 200  
Atlanta, Georgia 30339

2. Questions regarding this application should be directed to:

Carolyn Tatum Roddy  
Attorney-at-Law  
Troutman Sanders LLP  
600 Peachtree Street, N.E. Suite 5200  
Atlanta, Georgia 30308-2216

Telephone: 404-885-3141  
Facsimile: 404-962-6887  
Email: carolyn.rodgy@troutmansanders.com

3. Contact person regarding ongoing operations of USCarrier is:

Robert Warrington  
Director, Finance & Legal Affairs  
USCarrier Telecom, LLC  
180 Interstate North Parkway, Suite 200  
Atlanta, Georgia 30339  
Telephone: 678-454-1400  
Facsimile: 678-454-1429

Mr. Warrington is the TRA contact for all purposes. He will be responsible for working with the TRA on resolving customer complaints. USCarrier has no officers in the State of Tennessee.

4. Organizational Chart of Corporate Structure:

See **Exhibit A** for organizational chart of corporate structure.

5. Corporate Information:

USCarrier Telecom, LLC is a Georgia limited liability company formed in 1997 by 20 independent telephone companies which provide service to more than 200,000 telecommunications access lines in Georgia and South Carolina. (See **Exhibit B** for a list of the 20 member companies, the date they were founded, the number of access lines they serve, and the percentage of their ownership interest in USCarrier.) USCarrier is headquartered in Atlanta, Georgia and has an operations center in Macon, Georgia with technicians deployed throughout the service area.

USCarrier has been granted authority to provide resold and facilities-based intrastate interexchange in Georgia, Florida and Alabama and will file applications to provide resold and facilities-based interexchange private line services similar to this one in North Carolina and South Carolina in the near future. USCarrier also has a certificate to provide competitive local exchange telecommunications service in Georgia. USCarrier

has been granted a Certificate by the Federal Communications Commission under 47 U.S.C. § 214.

USCarrier was organized to develop a statewide fiber optic network in order to expand the services available to its member companies, leverage the assets already owned by its member companies, and offer transport services to the telecommunications industry. The company is a wholesale provider of telecommunications transport services offering the following: 1) long-haul transport into the Atlanta metro market; 2) access in and around the Atlanta metro market utilizing a high speed ring within the city; and 3) access to more than 40 Tier I, II, and III cities in Georgia, Tennessee, South Carolina, Alabama and Florida using a comprehensive broadband fiber optic ring architecture. These services are offered to USCarrier's member/owner companies, competitive local exchange carriers, internet service providers, wireless providers, interexchange carriers and governmental entities. USCarrier also offers resold and facilities-based long distance services. Customers are billed based on their use of the long distance network. Rates for these services are based on call duration and type of access. USCarrier contracts for services from its underlying carrier at discounted rates based on a long-term volume commitment. USCarrier currently resells MCI WorldCom's long distance service.

The company has more than 2,000 route miles of SONET-based, self-healing fiber optic ring facilities. The network has an industry-standard, high-capacity OC-48 backbone equipped with twenty-four DS3s of capacity. In order to provide increased capacity, USCarrier also plans to operate multiple Dense Wave Division Multiplexing ("DWDM") segments between major cities in Georgia, north Florida, and southeast Tennessee. Use of DWDM equipment will allow USCarrier to increase its capacity on selected routes to 128 OC-48s.

In addition to the build-out of its own network, USCarrier has also signed agreements with three other companies that provide USCarrier access to a seamless fiber network throughout the Southeast and Mid-Atlantic states. USCarrier has also entered into a network management agreement with an Alabama limited liability company which

allows USCarrier to sell, service and maintain their network as part of a revenue-sharing arrangement. When interconnected with these other networks, USCarrier will be part of a seamless fiber-based network spanning roughly 20,000 fiber miles throughout the eastern United States, central and southern Florida and strategic locations west of Georgia.

Copies of its Certificate of Organization and Articles of Organization, as amended, and Certificate of Name Change are attached hereto as **Exhibit C**. A copy of its current Amended and Restated Limited Liability Company Operating Agreement and Amendments are attached as **Exhibit D**. A copy of its Certificate of Authority to Transact Business in the State of Tennessee is provided in **Exhibit E**.

6. USCarrier possesses the managerial, technical, and financial ability to provide interexchange telecommunications service in the State of Tennessee as demonstrated below:

A. Managerial Ability:

USCarrier has a highly experienced group of owners, directors and managers. First, it is jointly owned by 20 independent telephone companies or their subsidiaries offering local service in Georgia and South Carolina. These companies are in the business of providing a workable telephone network on a daily basis and have decades of accumulated experience in the telecommunications field. A list of member companies and years in operation is attached as **Exhibit B**.

Secondly, these owner members elect nine senior-level executives from member companies to serve on the Management Committee which is equivalent to a Board of Directors. This Committee is solely authorized to approve certain matters in accordance with USCarrier's Operating Agreement. These Management Committee members are currently employed in senior executive-level positions by owner members and have experience and a proven ability to manage telephone company operations and provide quality telecommunications service. The Chairman, Vice-Chairman, Treasurer, and

Secretary are elected from this group and are directly responsible to the owners of USCarrier. A biographical description of the Management Committee, including the officers, is attached as **Exhibit F**.

Similarly, daily operations are managed by USCarrier's Chief Operating Officer and his staff, which includes the Directors of Sales and Marketing, Network Operations and Engineering, Human Resources and Investor Relations, and Finance and Legal Affairs. The Chief Operating Officer and his department chiefs bring long years of telecommunications and related business experience to their positions. Abbreviated resumes of the Chief Operating Officer and his division directors are attached as **Exhibit G**.

USCarrier also relies on the underlying carrier's technical expertise for the operation, maintenance and supervision of the network where resold services are offered. USCarrier has also contracted with outside consultants for support in competitive and regulatory analysis.

B. **Technical Qualifications:**

USCarrier is technically qualified to offer resold and facilities-based interexchange telecommunications services and will satisfy the standards established by the TRA. The Company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all interexchange carriers regulated by the TRA.

As noted above, USCarrier is owned by 20 independent telephone companies providing local exchange services in Georgia and South Carolina. These 20 owners elect nine senior-level executives from member companies to serve on the Management Committee. The Chairman, Vice-Chairman, Treasurer, and Secretary are elected from this group. A biographical sketch of the Officers and members of the Management Committee attached as **Exhibit F** shows that company leaders are highly experienced in

all phases of operation of a telecommunications company and indicates that these individuals jointly have decades of experience in operating a telephone company. Finally, the Chief Operating Officer, his Director of Engineering and Network Operations, and the other company division directors are all very experienced in operating a telecommunications company. See Exhibit G above for a biographical description of the Chief Operating Officer, Director of Network Operations and Engineering and other division directors.

As demonstrated above, USCarrier has the necessary technical infrastructure in place and personnel who possess the requisite technical expertise to qualify to provide interexchange service in Tennessee.

C. Financial Qualifications:

The Applicant seeks authority to provide intrastate interexchange private line service using existing fiber capacity over private and common carrier networks in Tennessee, and possesses the requisite financial capability to provide this proposed service.

The owners of USCarrier have invested \$20.2 million in cash to fund the construction of the network and the start-up expenses of the business and have provided in-kind contributions of member-owned assets worth approximately \$5 million of additional capital in the first two years of USCarrier's operation. The Applicant is also in the midst of a \$5 million offering of non-voting units in the company to individuals affiliated with USCarrier member companies. USCarrier has also recently consummated a long-term financing arrangement of \$25 million to complement the contribution of capital by its members and finance completion of its network. Previous expenditures were used to construct the Georgia network, including the metro Atlanta access ring. Future expenditures will be used for network expansion and replacement. Actual expenditures for future years will be dependent on actual demand, as determined by a specific business case analysis of each proposed project.

A number of the USCarrier member companies have made investments amounting to more than \$14 million in fiber optic facilities and terminal equipment inside their service territories in addition to their equity investments of over \$25 million. These investments were made in order to complete critical routes that USCarrier will need to transport voice and data traffic efficiently throughout Georgia and adjoining regions. These USCarrier members lease this fiber and equipment to USCarrier and are paid a lease amount agreed to by all the members.

In addition to facilities leased from its members, USCarrier has acquired indefeasible rights of use ("IRUs") for certain fiber optic routes. IRUs are similar to long term leases of fixed assets whereby all rights of ownership inure to the benefit of USCarrier. These IRUs are generally for 20-year terms with renewal rights. Arrangements have also been made to lease or purchase fiber or enter into interconnection or network management arrangements with other fiber optic-based transport providers in order to provide additional routes and connectivity.

USCarrier began selling transport services on a limited basis at the beginning of 2000 and offered wholesale long distance services to its owners throughout the year. USCarrier expects sales of network capacity and resale of long distance services to increase from approximately \$4 million in 2000 to approximately \$40 million by 2004 based upon an analysis of individual circuit sales, a forecast based on an analysis of the capacity needs on the routes USCarrier serves, and a comparison to other similar companies for the same time frame in their operating history.

In support of its financial qualifications, USCarrier Telecom, LLC submits its current unaudited Financial Statement for the period ending April 30, 2001, attached as a confidential document in **Exhibit H**. This statement reflects the acquisition of a \$25 million long-term debt facility which closed on April 30, 2001. USCarrier has drawn only \$18 million of the total financing amount.



USCarrier is initially capitalized similar to other start-up companies, but has unique assets. Besides being largely owner-funded, USCarrier can draw financial strength from its owners until it is profitable. In addition, USCarrier closed a long-term facility for \$25 million on April 30, 2001, to be used to build out its existing network. USCarrier expects to become profitable in 2002. The Company currently has 60 percent of the assets necessary to generate revenues substantially in place and expects incremental sales in future years to increase net income significantly. USCarrier also believes that its unique telecommunications network will enable its wholesale customers to expand their retail service offerings by providing them with an economical source of comprehensive transport services. USCarrier anticipates that this growth of customer usage will provide the company with additional sources of revenues.

7. Proposed Service Area:

Initially, USCarrier plans to provide intrastate interexchange private line service by reselling or leasing existing fiber capacity over private and common carrier networks in the State of Tennessee and to provide facilities-based private line services where economically feasible. With respect to its proposed intrastate interexchange operations, USCarrier will seek to acquire rights to utilize existing interexchange facilities where appropriate and possible and to construct its own facilities where necessary. The Applicant may also purchase intrastate access services from local exchange carriers directly or indirectly as part of the underlying intrastate resale agreement with existing interexchange carriers.

USCarrier plans to provide service as soon as practicable after all necessary private line agreements are finalized.

8. Types of Service to be Provided:

Applicant plans to offer resold and facilities-based interexchange private line services.

9. Repair and Maintenance:

USCarrier has technicians deployed throughout its service area. The USCarrier network is monitored seven days per week, 24-hours per day to assure quality uninterrupted service. USCarrier's toll-free number for customers to use in the event of problems is 1-877-872-2774.

10. Small and Minority-Owned Telecommunications Business Participation Plan (TCA § 65-5-212):

See **Exhibit I** attached.

11. Toll Dialing Parity Plan:

Not Applicable. USCarrier seeks authority to offer only resold and facilities-based interexchange services.

12. Numbering Issues:

Not Applicable. USCarrier seeks authority to offer only resold and facilities-based interexchange services.

13. County-Wide Calling Restrictions

Not Applicable. USCarrier seeks authority to offer only resold and facilities-based interexchange services.

14. Telemarketing Restrictions

Not Applicable. USCarrier seeks authority to offer only resold and facilities-based interexchange services and will not be telemarketing its services to residential customers.

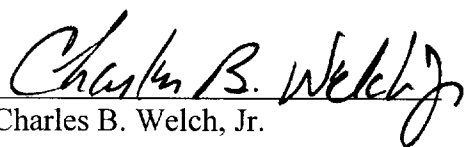
15. Copy of proposed tariff is attached as **Exhibit J**.

16. Customer deposits will not be required.

## CONCLUSION

USCarrier Telecom, LLC respectfully requests that the Tennessee Regulatory Authority grant it a Certificate of Public Convenience and Necessity to provide resold and facilities-based interexchange services throughout the State of Tennessee. For the reasons stated above, USCarrier's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement of telecommunications service offerings in general.

Respectfully submitted this 12th day of June, 2001.



Charles B. Welch, Jr.  
Tennessee Bar No. 5593  
618 Church Street, Suite 300  
Nashville, TN 37219  
(615) 726-1200

Carolyn Tatum Roddy  
Georgia Bar No. 698925  
Troutman Sanders LLP  
Bank of America Plaza  
600 Peachtree Street, NE Suite 5200  
Atlanta, Georgia 30308-2216  
(404) 885-3141

Attorneys for USCarrier Telecom, LLC

## **APPLICATION OF USCARRIER TELECOM, LLC**

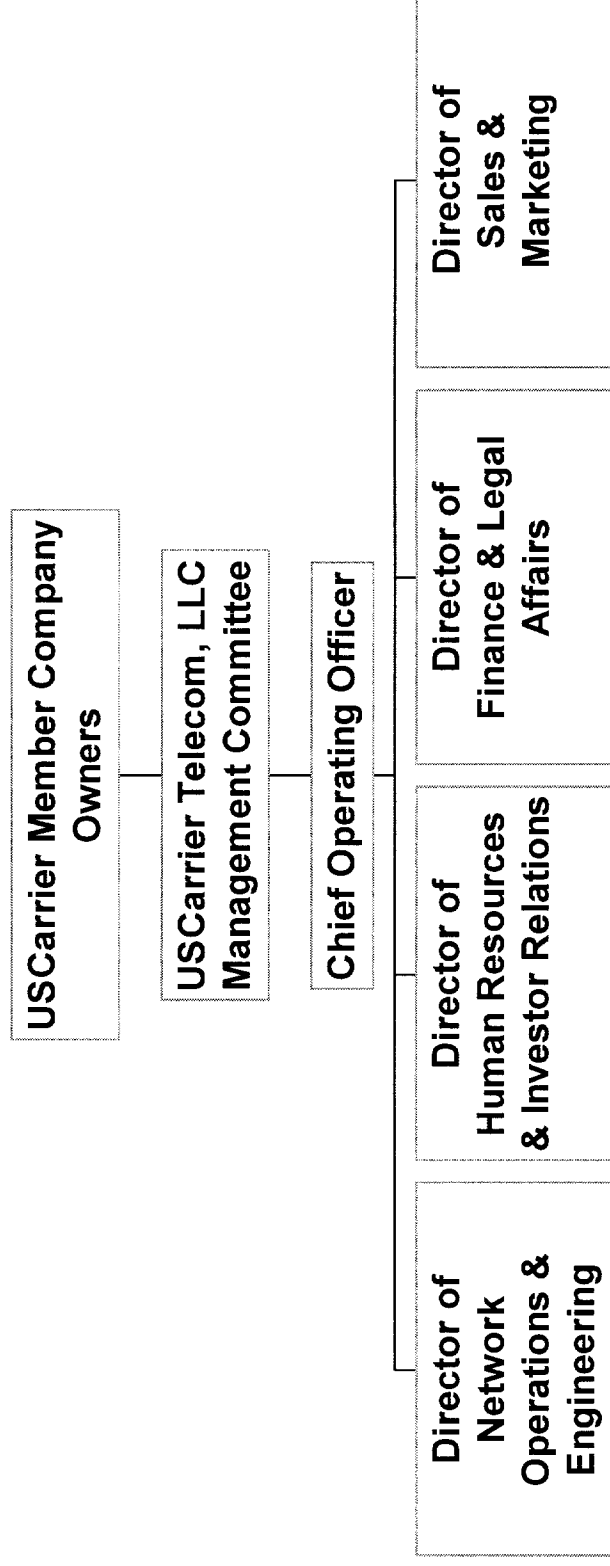
### **LIST OF EXHIBITS**

- Exhibit A: Organizational Chart of Corporate Structure
- Exhibit B: List of Owner/Member Companies
- Exhibit C: Copies of Certificate of Organization and Articles of Organization, and Amendments, and Certificate of Name Change
- Exhibit D: Copy of Amended and Restated Limited Liability Company Operating Agreement and Amendments
- Exhibit E: Copy of Certificate of Authority to Transact Business in State
- Exhibit F: Biographical Description of Management Committee, including Officers
- Exhibit G: Abbreviated Resume of Chief Operating Officer and Division Directors
- Exhibit H: Financial Statement for Period Ending December 31, 2000  
(Filed as a Confidential Document)
- Exhibit I: Small and Minority-Owned Telecommunications Business Participation Plan (TCA § 65-5-212)
- Exhibit J: Copy of Proposed Tariff
- Exhibit K: Sworn Pre-filed Testimony

**EXHIBIT A**

**ORGANIZATIONAL CHART OF CORPORATE STRUCTURE**

# USCARRIER TELECOM, LLC



**EXHIBIT B**

**LIST OF OWNER/MEMBER COMPANIES**

**EXHIBIT B****LIST OF OWNER/MEMBER COMPANIES**

<b><i>NAME OF MEMBER COMPANY</i></b>	<b><i>DATE FOUNDED</i></b>	<b><i>ACCESS LINES</i></b>	<b><i>PERCENTAGE OF USCARRIER OWNERSHIP</i></b>
Accucomm Telecommunications, Inc.	1954	4,602	2.518%
Alma Telephone Co., Inc.	1957	7,433	8.379%
Brantley Telephone Co., Inc.	1945	5,661	5.488%
Bulloch Cellular, Inc.	1951	10,142	3.735%
Citizens Telephone Co., Inc.	1957	5,220	3.413%
Coastal Utilities, Inc.	1953	38,967	6.616%
ComSouth Corporation	1913	4,949	3.055%
Darien Telephone Co., Inc.	1953	6,576	8.805%
Ellijay Telephone Co., Inc.	1903	14,488	9.561%
Hargray Holdings Corp.	1953	55,495	5.186%
Lintel, Inc.	1903	10,245	1.288%
Pembroke Telephone Co., Inc.	1954	4,072	5.308%
Pineland Cellular, Inc.	1951	12,664	6.251%
Plant Telephone Co., Inc.	1951	10,314	7.861%
Planters Rural Telephone Co-op., Inc.	1950	8,664	2.923%
Progressive Holding Co.	1953	5,280	7.887%
Public Service Telephone Co., Inc.	1953	11,700	0.864%
Ringgold Telephone Co.	1958	13,881	4.811%
Waverly Hall Telephone Co.	1964	1,419	0.843%
Dycom Holding, Inc.	1950	12,200	5.210%



**EXHIBIT C**

**COPIES OF CERTIFICATE OF ORGANIZATION  
AND ARTICLES OF ORGANIZATION AND AMENDMENTS,  
AND CERTIFICATE OF NAME CHANGE**

Secretary of State  
Corporations Division  
Suite 315, West Tower  
2 Martin Luther King Jr. Dr.  
Atlanta, Georgia 30334-1530

CONTROL NUMBER : 9722567  
EFFECTIVE DATE : 06/16/1997  
COUNTY : GILMER  
REFERENCE : 0152  
PRINT DATE : 06/26/1997  
FORM NUMBER : 356

DAVID I. READER  
2120 L STREET, NW, SUITE 520  
WASHINGTON DC 20037

CERTIFICATE OF ORGANIZATION

I, Lewis A. Massey, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

GEORGIA INDEPENDENT TELCO GROUP, L.L.C.  
A GEORGIA LIMITED LIABILITY COMPANY

has been duly organized under the laws of the State of Georgia on the effective date stated above by the filing of articles of organization in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the city of Atlanta and the State of Georgia on the date set forth above.



*Lewis A. Massey*  
LEWIS A. MASSEY  
SECRETARY OF STATE

# GEORGIA INDEPENDENT TELCO GROUP, L.L.C. ARTICLES OF ORGANIZATION

Pursuant to the provisions of Title 14, Section 14-11-201, *et seq.* of the Official Code of Georgia Annotated (Code), the organizer(s) named below adopt(s) the following Articles of Organization:

- FIRST: The name of this limited liability company is  
GEORGIA INDEPENDENT TELCO GROUP, L.L.C.
- SECOND: The duration of this limited liability company is perpetual until dissolution in accordance with the Code.
- THIRD: The purposes for which this limited liability company is formed are to: (a) provide telecommunications related services and equipment, and services incidental to the provision of telecommunications services; (b) invest in entities which provide such services and equipment; (c) negotiate on behalf of its partners with vendors in an effort to produce favorable pricing on such services and equipment; and (d) conduct business in the State of Georgia or any other state for any lawful purpose for which a limited liability company may be organized under the Code as presently in effect or, as it may hereinafter be amended.
- FOURTH: The street address and county of this limited liability company's registered office in the State of Georgia is 36 Dalton Street, Ellijay, Georgia 30540, County of Gilmer, and the name of this limited liability company's registered agent at that office is Roger Futch.
- FIFTH: The mailing address of this limited liability company's principal place of business is P.O. Box 0, Ellijay, Georgia 30540.
- SIXTH: This limited liability company shall be managed by its members.
- SEVENTH: The name and address of the organizer is: Ellijay Telephone Company, P.O. Box 0, Ellijay, Georgia 30540.

Date: June 13, 1997

Ellijay Telephone Company

By: Roger Futch  
Name: Roger Futch  
Title: Network Manager

(1) 03  
LS: 118 EF 01 51

COPY

GEORGIA INDEPENDENT TELCO GROUP, L.L.C.  
ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION

Pursuant to the provisions of Title 14, Section 14-11-201, et.seq. of the Official Code of Georgia Annotated (Code), the member named below hereby submits the following Amendment to the Articles of Organization:

FIRST: The name of this limited liability company is  
GEORGIA INDEPENDENT TELCO GROUP, L.L.C.

SECOND: The date the articles of organization were filed is  
June 16, 1997.

THIRD: The amendment to the articles of organization is as  
follows:

Article FIRST of the articles of organization is hereby amended to  
show that the name of this limited liability company is

USCARRIER TELECOM, LLC

FOURTH: The effective date and time of the amendment shall  
be the date and time these articles of amendment are filed with the  
Secretary of State in the State of Georgia.

Date: May 25, 1999

Wilkes Telephone & Electric Company

By: Larry B. Houck  
Name: LARRY B. HOUCK  
Title: Vice President

MAY 25 10 40 AM '99

SECRETARY OF STATE

**GEORGIA INDEPENDENT TELCO GROUP, L.L.C.  
AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

**THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT** ("Agreement") is entered into effective as of April 30, 1999 ("Effective Date"), by and among the Entities (collectively "parties") listed on Exhibit 1 attached to this Agreement and Georgia Independent Telco Group, L.L.C., a Georgia limited liability company ("Company"). Individually, these Entities are each Members of the Company.

**RECITALS**

**FIRST:** The Amended and Restated Limited Liability Company Operating Agreement set forth in paragraph Sixth below accurately restates the Operating Agreement dated June 17, 1997, as amended ("Original Agreement"), and in effect on the Effective Date without any substantive changes, except as made by the amendments and deletions described in recital Third below;

**SECOND:** Each amendment has been affected in conformity with law;

**THIRD:** On April 29, 1999, at a special meeting of the Management Committee of the Company at which eight Management Committee members were present, the Management Committee unanimously resolved to amend and restate the Original Agreement by completely deleting each and every article thereof and by adopting the Amended and Restated Limited Liability Company Operating Agreement of the Company in its entirety as set forth below;

**FOURTH:** On April 30, 1999, at a special meeting of the Members of the Company at which 16 Members were present, 14 Members (74.115%) voted for the adoption of the Amended and Restated Limited Liability Company Operating Agreement, one (6.469%) Member voted against said Amendment and Restatement, and one (1.736%) Member abstained from voting upon said Amendment and Restatement (one Member returned an unsigned proxy directing a vote against the Amendment and Restatement, and two Members returned their proxies after the vote each directing a vote in favor of the Amendment and Restatement, the Member vote required to adopt the restatement was 66.6667% of the outstanding Company Percentages (as defined in the Original Agreement), and there were 21 Members as of the date fixed for said meeting, the Members adopted the Amended and Restated Limited Liability Company Operating Agreement as unanimously adopted by the Management Committee as set forth herein;

**FIFTH:** The Amended and Restated Limited Liability Company Operating Agreement supersedes the Original Agreement; and

**SIXTH:** The Amended and Restated Limited Liability Company Operating Agreement of the Company is the following, to-wit:

**AGREEMENT**

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

**1. Defined Terms**

Certain capitalized terms shall have the meanings specified in Exhibit 2. Other terms are defined in the text of this Agreement, and throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

## 2. Formation and Name; Office; Purpose; Term

**2.1 Organization.** Company was formed on June 16, 1997 as a Georgia limited liability company by the execution and filing of the Statement with the Secretary in accordance with the provisions of the Act. Limitations on the authority of any or all Members or Managers that are set forth in the Statement shall be conclusively presumed in favor of the Company and against a grantee of the Company, or a person claiming through such grantee, with respect to Company real property located in a county of Georgia if a copy of the Statement certified by the Secretary is filed in the office of the clerk of the superior court of the county where the real property is located and recorded in the book kept by such clerk for statements of partnership pursuant to applicable law.

**2.2 Name.** The name of the Company shall be changed from "Georgia Independent Telco Group, L.L.C." to "USCarrier Telecom, LLC" upon confirmation of name availability and receipt of all necessary regulatory approvals. The Company shall file the appropriate documents to reflect the name change with the Secretary in accordance with the provisions of the Act. The Company may conduct its business under any tradenames and service marks determined by the Management Committee and in accordance with all applicable laws, rules, and regulations

**2.3 Purposes.** The purposes for which this Company is formed are to: (a) provide telecommunications related services and equipment, and services incidental to the provision of telecommunications services; (b) invest in entities which provide such services and equipment; (c) negotiate on behalf of its Members with vendors in an effort to produce favorable pricing on such services and equipment; and (d) conduct business in the State of Georgia or any other State for any lawful purpose for which a limited liability company may be organized under the Act.

**2.4 Term.** The term of the Company began upon the filing of the Statement with the Secretary and shall continue until terminated pursuant to *Section 9* of this Agreement.

**2.5 Powers.** The Company shall have and may exercise all powers necessary or convenient to carry out its business and affairs.

**2.6 Registered Office and Agent.** The registered office of the Company in the State of Georgia and the registered agent of the Company in the State of Georgia shall be that set forth in Exhibit 1 and may be changed in accordance with the terms of this Agreement and in the manner provided by the Act.

**2.7 Partnership Interests; Members.** The interests of the Company shall be expressed as units of participation and shall be fully paid and non-assessable ("Units"). The Company shall have the authority to issue a total of 300,000,000 Units, divided into three classes, namely 100,000,000 of Class A Units, 100,000,000 of Class B Units and 100,000,000 of Class C Units, which Units shall have the rights, preferences, privileges and restrictions set forth in *Sections 2.8, 2.9* and elsewhere in this Agreement. Fractional Units shall not be issued. The name, present mailing address, taxpayer identification number, telephone and facsimile numbers, number of Units held by each Member, and class of Units held by each Member is set forth on *Exhibit 1*. Subject to *Section 14-11-501(b)* of the Act, Units may be evidenced by a certificate issued by the Company ("Membership Certificate"), the issuance and such form of which the Management Committee may determine in its sole discretion.

**2.8 Class B Units Rights, Preferences, Privileges and Restriction.** Subject to *Section 5.2(e)* and the receipt of any necessary consents from all regulatory authorities having jurisdiction over the Company, the Management Committee has the authority to amend this Agreement to fix the privileges, preferences, limitations and relative rights of the Class B Units not otherwise set forth in this Agreement. The aforesaid authority of the Management Committee includes, but is not limited to, the authority to amend this Agreement

to specify any or all of the following as to the Class B Units:

- (a) Whether the number of authorized Class B Units may be increased or decreased by action of the Management Committee;
- (b) Whether the Class B Units shall be convertible into units of any other class or classes, or into units of any other series of the same class (the conversion right of Class B Units shall not be considered the admission of a new Member for purposes of *Section 5.2(d)(3)*);
- (c) The price or prices, or the rate or rates, of conversion if the Management Committee determines that the Class B Units of any such series shall be convertible;
- (d) Any limitations or restrictions to be effective while any Class B Units are outstanding upon the making of distributions or upon the acquisition in any manner by the Company or any of its controlled subsidiaries of any of the Company's other class or classes of Units;
- (e) Any conditions or any restrictions upon the creation of indebtedness of the Company or any of its subsidiaries or upon the issuance of any additional Units of any kind while the Class B Units are outstanding;
- (f) Periodic Distributions, if any, payable on the Class B Units and the conditions upon which such Distributions shall be payable;
- (g) Whether Distributions, if made in accordance with *Section 2.8(f)*, shall be non-cumulative and, if so, the date from which such Distributions shall be non-cumulative;
- (h) Voting rights, if any, other than as described in *Section 5.2(e)*;
- (i) When and at what price or prices (whether in cash or in debentures of the Company) the Class B Units shall be redeemable, callable and/or exchangeable;
- (j) Whether the Class B Units shall be subject to the operation of any purchase, retirement or sinking fund or funds and, if so, the terms and provisions relative to the operation of any such fund or funds;
- (k) The amount payable on the Class B Units in the event of voluntary liquidation, dissolution or concluding of the affairs of the Company; and
- (l) Any other privileges, preferences, limitations, and rights not inconsistent with this Agreement or contrary to the Act.

**2.9 Class C Units Rights, Preferences, Privileges and Restriction.** Class C Units shall not have any voting rights except as described in *Section 5.2(f)*, nor shall such Class C Units be convertible into any other class. Subject to *Section 5.2(f)* and the receipt of any necessary consents from all regulatory authorities having jurisdiction over the Company, the Management Committee has the authority to amend this Agreement to fix the privileges, preferences, limitations and relative rights of the Class C Units not otherwise set forth in this Agreement. The aforesaid authority of the Management Committee includes, but is not limited to, the authority to amend this Agreement to specify any or all of the following as to the Class C Units:

- (a) Whether the number of authorized Class C Units may be increased or decreased by action of the Management Committee;

- (b) Whether the Class C Units shall be convertible into any other series of the same class;
- (c) Whether, when and at what price or prices (whether in cash or in debentures of the Company) the Class C Units shall be redeemable or callable or both;
- (d) Whether the Class C Units shall be subject to the operation of any purchase, retirement or sinking fund or funds and, if so, the terms and provisions relative to the operation of any such fund or funds; and
- (e) Any other privileges, preferences, limitations, and rights not inconsistent with this Agreement or contrary to the Act.

### 3. Capital Contributions

**3.1 Initial Capital Contributions.** As of the Effective Date (a) the Members' initial cash capital contribution to the Company pursuant to the Original Agreement was in the amounts respectively set forth opposite their names on *Exhibit 1*, and (b) the Percentage (as defined in the Original Agreement) of each Member listed in *Exhibit 3.1* was converted to that number of Class A Units shown on *Exhibit 3.1*.

**3.2 Additional Capital Contributions.** (a) Additional Capital Contributions may only be requested by the Management Committee as funds are needed to meet the operating and management expenses and financial obligations of the Company. In the event the Management Committee determines that additional capital is so needed, the Management Committee shall give notice to each Class A Member of (1) the total amount of the additional Capital Contribution required, (2) the reason the additional Capital Contribution is required, (3) each Class A Member's proportionate share of the total additional Capital Contribution (determined in accordance with this Section), (4) the number of Class A Units to be issued each Class A Member upon timely paying its entire share of the additional Capital Contribution, and (5) the date each Class A Member's additional Capital Contribution is due and payable, which date shall not be less than 15 days after the notice is deemed received by such Class A Member. A Class A Member's proportionate share of the total additional Capital Contribution shall be equal to the product of (A) the total additional Capital Contribution divided by the number of Class A Units outstanding ("Per Unit Amount") multiplied by (B) the number of Class A Units held by the Class A Member.

(b) Should any Class A Member make a portion but not all of its additional Capital Contribution, or fail to pay such contributions when due, the Management Committee shall request the nondefaulting Class A Members to pay the unpaid amount of the defaulting Class A Member's additional Capital Contribution ("Unpaid Contribution"). Unpaid Contributions shall be due and payable on the date set forth in the Management Committee's request to the nondefaulting Class A Members. To the extent the Unpaid Contribution is contributed by any other Class A Member, the number of Class A Units held by the defaulting Class A Member shall remain unchanged and the number of Class A Units of each Class A Member who makes up the Unpaid Contribution shall be increased by one Class A Unit for each Per Unit Amount such Class A Member paid toward the Unpaid Contribution, and, thereafter, the Management Committee may amend *Exhibit 1* to reflect the change in Class A Units and Percentages. This remedy is in addition to any other remedies allowed by law or this Agreement.

(c) To the extent any Unpaid Contribution Units ("Banked Units") are not subscribed for following the application of *Section 3.2(b)*, the Management Committee shall be free to sell all or any portion of those Banked Units to any Class A Member holding Class A Units prior to the sale permitted by this *Section 3.2(c)*, at any time and at a price no less than the Per Unit amount for such Banked Units at the time of the additional Capital Contribution.



(d) Except as otherwise described in Sections 3.2(a) and 3.2(b), no Member shall be required to make any additional Capital Contribution to the Company, but voluntary contributions shall be permissible.

**3.3 Form of Capital Contribution.** Funding of both initial and additional Capital Contributions to the Company shall be in cash, and, if permitted by the Management Committee, may be in the form of a promissory note or other obligation to contribute cash, or any other permissible consideration under the Act.

**3.4 No Interest.** Interest Holders shall not be paid interest on their Capital Contributions.

**3.5 Return of Capital Contribution.** Except as otherwise provided in this Agreement, no Interest Holder shall have the right to receive any return of any Capital Contribution.

**3.6 Form of Distribution.** If an Interest Holder is entitled to receive a Distribution, the Company may distribute cash, notes, property or a combination thereof to the Interest Holder.

**3.7 Loans.** Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

**3.8 Issuance of Additional Units.** (a) The parties acknowledge that from time to time the Class A Members may be asked by the Management Committee to undertake financial risks with respect to their Class A Interests beyond Additional Capital Contributions including, without limitation, (1) making financial or performance guarantees to third parties lenders or vendors for the benefit of the Company, (2) deferring or restructuring payments due from the Company pursuant to business dealings and undertakings contemplated by Section 5.4(c) or (3) taking consideration in Units rather than cash pursuant to business dealings and undertakings contemplated by Section 5.4(c).

(b) In the event the Management Committee determines that what it is asking of Class A Members involves financial risk as contemplated by Section 3.8(a) ("Risk Transaction"), the Management Committee shall give notice to each Class A Member of (1) the nature and aggregate amount of the Risk Transaction, (2) each Class A Member's share of the Risk Transaction, (3) the number of Class A Units to be issued each Class A Member undertaking its share of the Risk Transaction and (4) the date each Class A Member must respond with a decision to undertake or forego its entire share of the Risk Transaction. An untimely response, a timely negative response or a timely response to undertake anything less than its share of the Risk Transaction from a Class A Member shall be deemed a decision to forego the Risk Transaction, and a later request by such Class A Member to participate to any extent in the Risk Transaction, if available, and to be issued Class A Units therefore, may be agreed to or rejected by the Management Committee in its sole and absolute discretion. To the extent a Class A Member undertakes its share (or desires to and does take on more than its share) of the Risk Transaction, the number of Class A Units held by a nonparticipating Class A Member shall remain unchanged and the number of Class A Units of each Class A Member who undertakes its share (or more than its share) of the Risk Transaction shall be increased by the number of Class A Units to be issued as described in Section 3.8(b)(3) and may be further increased for undertaking more than its share of the Risk Transaction, and, thereafter, the Management Committee may amend Exhibit 1 to reflect the change in Class A Units and Percentages.

#### **4. Capital Accounts; Allocations and Distributions**

**4.1 Capital Accounts.** A Capital Account shall be established and maintained for each Interest Holder in such Interest Holder's Initial Capital Account.

**4.2 Tax Allocations.** After giving effect to the special allocations set forth in Section 4.4 for any taxable year of the Company, Profit and Loss shall be apportioned ratably to each day of the Company's

taxable year and each day's share of such Profit and Loss shall be allocated to the Interest Holders in proportion to their respective Percentages on such days.

**4.3 Distributions.** At such time as the Company achieves a cumulative net profit, funds of the Company from all sources, less the appropriate reserves as are determined by the Management Committee to be reasonably necessary for future administrative and operating expenses, loan payments and other costs and expenses and contingencies, shall be distributed on an annual basis, or more frequently if so determined by the Management Committee. Each Distribution pursuant to this *Section 4.3* shall be made to the Interest Holders in proportion to the daily weighted average of their respective Percentages as in affect from time to time during the relevant time period. In the event that a Member declines to draw its Distribution in whole or in part, the undistributed portion of the Distribution shall be treated as a non-interest bearing demand loan to the Company and not as an addition to such Member's Capital Account.

**4.4 Tax Compliance.** It is the intention of the Members that each Member's distributive share of Profits and Losses shall be determined and allocated in accordance with the allocation provisions of this Agreement. Therefore, if the Management Committee reasonably determines that the allocation provisions of this Agreement are unlikely to be respected for Federal income tax purposes, due to the application of Code Sections 704(b) and (c) or otherwise, the Management Committee shall recommend appropriate amendments to this Agreement in order to effectuate the allocation provisions contemplated herein. The following shall apply to all allocations:

(a) Except as set forth in Regulation Section 1.704-2(f)(2), (3) and (4), if, during any taxable year, there is a net decrease in Minimum Gain, each Interest Holder, prior to any other allocation pursuant to this *Section 4*, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Interest Holder's share of the net decrease of Minimum Gain, computed in accordance with Regulation Section 1.704-2(g). Allocations of gross income and gain pursuant to this *Section 4.4(a)* shall be made first from gain recognized from the disposition of Company assets subject to nonrecourse liabilities (within the meaning of the Regulations promulgated under Code Section 752), to the extent of the Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this *Section 4.4(a)* shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

(b) No Interest Holder shall be allocated Losses or deductions if the allocation causes an Interest Holder to have an Adjusted Capital Account Deficit. If an Interest Holder receives (1) an allocation of Loss or deduction (or item thereof) or (2) any distribution which causes the Interest Holder to have an Adjusted Capital Account Deficit at the end of any taxable year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Interest Holder before any other allocation is made of Company items for that taxable year, in the amount and in the proportions required to eliminate the excess as quickly as possible. This *Section 4.4(b)* is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

(c) In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of the property to the Company for federal tax purposes and its fair market value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal tax purposes and its adjusted book value in the manner

required under Code Section 704(c) and the Regulations thereunder.

(d) To the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases basis), and the gain or loss shall be specially allocated to the Interest Holders in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

(e) Nonrecourse Deductions for a taxable year or other period shall be specially allocated among the Interest Holders in proportion to their Percentages.

(f) Any Member Loan Nonrecourse Deduction for any taxable year or other period shall be specially allocated to the Interest Holder who bears the risk of loss with respect to the loan to which the Member Loan Nonrecourse Deduction is attributable in accordance with Regulation Section 1.704-2(b).

(g) To the extent any compensation paid to any Member by the Company, including any fees payable to any Member pursuant to *Section 5.4*, is determined by the Internal Revenue Service not to be a guaranteed payment under Code Section 707(c) or is not paid to the Member other than in the Entity's capacity as a Member within the meaning of Code Section 707(a), the Member shall be specially allocated gross income of the Company in an amount equal to the amount of that compensation, and the Member's Capital Account shall be adjusted to reflect the payment of that compensation.

(h) If an Interest Holder's Interest is reduced (provided the reduction does not result in a complete termination of the Interest Holder's Interest), the Interest Holder's share of the Company's "unrealized receivables" and "substantially appreciated inventory" (within the meaning of Code Section 751) shall not be reduced, so that, notwithstanding any other provision of this Agreement to the contrary, that portion of the Profit otherwise allocable upon liquidation or dissolution of the Company pursuant to *Section 9* which is taxable as ordinary income (recaptured) for federal tax purposes shall, to the extent possible without increasing the total gain to the Company or to any Interest Holder, be specially allocated among the Interest Holders in proportion to the deductions (or basis reductions treated as deductions) giving rise to such recapture. Any questions as to the aforesaid allocation of ordinary income (recapture), to the extent such questions cannot be resolved in the manner specified above, shall be resolved by the Members.

(i) All amounts required to be withheld pursuant to Code Section 1446 or any other provision of federal, state or local tax law shall be treated as amounts actually distributed to the affected Interest Holders for all purposes under this Agreement.

**4.5 Liquidation and Dissolution.** If the Company is liquidated, the assets of the Company shall be distributed to the Interest Holders in accordance with the balances in their respective Capital Accounts, after taking into account *Section 9.2*, and the allocations of Profit or Loss pursuant to *Section 4.2*, if any, and Distributions, if any, of cash or property pursuant to *Section 4.3*. No Interest Holder shall be obligated to restore a Negative Capital Account.

**4.6 General.** (a) The Management Committee shall not make any Distribution under *Section 4.3* if after giving effect to the Distribution (1) the Company would not be able to pay its debts as the debts become due in the usual course of business, or (2) the Company's total liabilities plus, the amount that would be needed if the affairs of the Company were to be wound up at the time of the distribution to satisfy any preferential rights that are superior to the rights of Members receiving the Distribution.

(b) If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued on the basis of their fair market value, and any Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Members. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in *Section 4.2* and shall be properly credited or charged to the Capital Accounts of the Interest Holders prior to the distribution of the assets in liquidation pursuant to *Section 4.4*.

(c) The Management Committee may base a determination that a Distribution is not prohibited under *Section 4.6(a)* upon the following: (1) financial statements prepared on the basis of accounting practices and principles that are reasonable under the circumstances; or (2) a fair valuation of assets and liabilities or other reasonable method approved by the Management Committee.

(d) Except as provided in this *Section 4.6(d)*, the effect of a Distribution under *Section 4.3* is measured as of (1) the date the Distribution is authorized if the payment occurs not more than 120 days after the date of authorization or (2) the date the payment is made if it occurs more than 120 days after the date of authorization. The Company's indebtedness to a Member incurred by reason of an obligation to make a Distribution in accordance with *Sections 4.3* and *4.6(a)* is at parity with the Company's indebtedness to its general unsecured creditors, except to the extent subordinated by agreement. If terms of the indebtedness provide that payment of principal and interest is to be made only if and to the extent that payment of a Distribution to Members could then be made under *Sections 4.3* and *4.6(a)*, indebtedness of the Company, including indebtedness issued as a Distribution, is not a liability for purposes of determination made under *Section 4.6(a)*. If the indebtedness is issued as a Distribution, each payment of principal or interest on the indebtedness is treated as a Distribution, the effect of which is measured on the date the payment is actually made.

(e) The Members shall, upon the advice of the Company's tax counsel, amend this *Section 4* from time to time as necessary to comply with the Code and the Regulations promulgated under Code *Section 704(b)*, provided, however, that no amendment shall materially affect Distributions to an Interest Holder without the Interest Holder's prior written consent.

## **5. Rights and Powers of Members**

**5.1 *Member Rights.*** Each Member shall have the right to: (a) Inspect and copy, during normal business hours and at its own expense, upon three business days' notice to the Management Committee or any officer, any of the Company books of record, accounting records, financial statements or other records or reports subject to *Section 10.2*;

(b) Have on demand true and full information of all things affecting the Company, and a formal account of Company affairs whenever circumstances render it just and reasonable;

(c) Audit, at its own expense and once every calendar year, the Company's books of record, accounting records, and financial statements of the Company;

(d) Have dissolution and winding up by decree of court when permitted under the Act;

(e) Meet with representatives of the Management Committee and Officers on a regular basis as to the operation of the Company; and

(f) Vote on matters affecting the Company or Members in accordance with the provisions of this

Agreement.

**5.2 Member Meetings and Voting.** (a) The annual meeting of Members, commencing with the year 2000, shall be held on a date established by the Management Committee. At the annual meeting of Members, Managers shall be elected and there shall be transacted such other business as may properly come before the meeting. A special meeting of the Members may be called at any time by the Management Committee on its own or upon request of any Class A Member or Class A Members representing at least 30% of the issued and outstanding Class A Units. Meetings of Members shall be held at the Company's principal place of business or at any other place within or without the State of Georgia designated by the Management Committee. In the alternative, meetings may be held by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other simultaneously, and such participation shall constitute presence in person at such meeting. Not less than 10 nor more than 60 days before each annual or special meeting, the Management Committee shall give written notice of the meeting to each Member of the meeting. The notice shall state the time, place and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy.

(b) Each Class A Member shall have a vote on any matter coming before the Class A Members equal to one vote for each Class A Unit it holds. Except as expressly provided in Sections 5.2(e) and 5.2(f), Class B Members and Class C Members shall have no right or power to vote on any question or in any meeting of Members. On any matters on which the Class B Members and Class C Members shall be entitled to vote as a separate class, they shall be entitled to one vote for each Class B Unit and Class C Unit each such member holds. Any such vote may be cast either in person or by written proxy signed by the Member or by the Member's duly authorized proxy. The presence in person or by proxy of the (1) Class A Members holding more than 50% of the issued and outstanding Class A Units shall constitute a quorum for meetings and special meetings, (2) Class B Members holding more than 50% of the issued and outstanding Class B Units shall constitute a quorum for meetings and special meetings on matters described in Section 5.2(e), and (3) Class C Members holding more than 50% of the issued and outstanding Class C Units shall constitute a quorum for meetings and special meetings on matters described in Section 5.2(f). Members (and each class thereof) also may make decisions, without holding a meeting, by written consent of all of such Members. Any action to be voted on by the Members (and each class thereof) may be taken by mail, at the discretion of the Management Committee, in such manner as the Management Committee shall decide in each instance.

(c) Except as otherwise provided in this Agreement or the Act, decisions or approvals of the (1) Class A Members shall require the approval of more than 50% of the Class A Units present in person or by proxy at a meeting at which a quorum is present, (2) Class B Members shall require the approval of more than 50% of the Class B Units present in person or by proxy at a meeting at which a quorum is present, and (3) Class C Members shall require the approval of more than 50% of the Class C Units present in person or by proxy at a meeting at which a quorum is present.

(d) The following actions of the Company or the Management Committee require the approval of the Class A Members voting separately and as a class and holding more than 66.6667% of the Class A Units present in person or by proxy at a meeting at which a quorum is present: (1) the election and removal (except as provided by Section 6.1(b)(20)) of Managers other than the Manager elected by the Class B Members; (2) the annual budget of the Company; (3) the admission of new Members of any class to the Company subject to the receipt of any necessary consents from all regulatory authorities having jurisdiction over the Company; (4) the purchase, sale, lease (as lessee) or mortgage of assets or other expenditure of funds which individually or in the aggregate exceed a previously approved budget item by 150%; and (5) the purchase, sale, lease (as lessee) or mortgage of assets or other expenditure of funds not previously budgeted, which individually or in the aggregate exceeds 10% of the current year's annual budget.

(e) The Class B Members shall have the exclusive right, voting separately and as a class to (1) elect one individual to serve as a Manager on the Management Committee pursuant to *Section 6.2(a)*, and (2) remove at any time and for any reason the Manager then acting and representing Class B Members and appoint a successor Manager to complete the term of the Manager being removed, (3) designate a successor to complete the term of the Manager then acting and representing it who is no longer on the Management Committee due to his earlier death, resignation, or the earlier termination of his term of office, and (4) vote on any amendment, alteration or repeal of any of the provisions of this Agreement that affects adversely this *Section 5.2(e)* or the rights, powers, privileges, limitations or preferences of the Class B Units or the Interest Holders thereof arising pursuant to *Section 2.8*.

(f) The Class C Members shall have the exclusive right, voting separately and as a class to vote on any amendment, alteration or repeal of any of the provisions of this Agreement that affects adversely this *Section 5.2(f)* or the rights, powers, privileges, limitations or preferences of the Class C Units or the Interest Holders thereof arising pursuant to *Section 2.9*.

**5.3 Limitation on Authority of Members.** No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member. Any Member who takes any action or binds the Company in violation of this *Section 5.3* shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company and all other Members harmless with respect to the loss or expense.

**5.4 Personal Services; Other Matters.** (a) No Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by the Management Committee, no Member shall be entitled to compensation for services performed for the Company. Upon substantiation of the amount and purpose thereof, however, the Member shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

(b) Nothing in this Agreement shall be deemed to restrict in any way the rights of any Member, or of any Affiliate of any Member, to conduct any other business or activity whatsoever, and no Member shall be accountable to the Company or to any other Member with respect to that business or activity even if the business or activity competes with the Company's business. The organization of the Company shall be without prejudice to the Members' respective rights (or the rights of the Members' respective Affiliates) to maintain, expand or diversify such other business or activities and to receive and enjoy profits or compensation therefrom. Each Member waives any rights the Member might otherwise have to share or participate in such other business or activities of any other Member or its Affiliates.

(c) Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates. In any such instance, those dealings and undertakings shall be at arm's length and on commercially reasonable terms.

**5.5 Company Continuation.** Neither the death, incompetency, insolvency, Bankruptcy, termination, liquidation, dissolution, change in legal form of organization nor withdrawal, whether voluntary or involuntary, of any Member shall terminate or dissolve the Company, and the remaining Members shall continue the Company and its business until the dissolution thereof as provided in this Agreement.

## **6. Management; Management Committee; Officers**

**6.1 Management; Management Committee.** (a) The business and affairs of the Company shall be managed under the direction and control of a committee ("Management Committee"), which shall consist of no fewer than five members nor more than nine members elected by the Class A Members and one

member elected by the Class B Members (each a "Manager"), who need not be Members or representatives of Members, provided, however, that if there are no Class B Members at the time of the annual meeting, the number of Managers shall be either five, seven or nine as elected by the Class A Members, and if a Class B Member is subsequently admitted when there are nine Managers, the Management Committee shall, without any further action on the part of the Members, be expanded to 10 to accommodate the Manager elected by the Class B Member, and such Manager shall serve until the next annual meeting of Members at which time the Management Committee shall be constituted in accordance with this Agreement, and provided, further, however, that if there is a Class B Member at the time of the annual meeting, the number of Managers to be elected by the Class A Members shall be either six or eight. The Management Committee as of the Effective Date consists of those individuals named on *Exhibit 6.1*. All powers of the Company shall be exercised by or under the authority of the Management Committee. The Management Committee shall choose from amongst its members a Chairman and Vice Chairman. Subject to *Sections 5.2(d), 5.2(e) and 5.2(f)*, as applicable, decisions of the Management Committee within its scope of authority shall be binding upon the Company and each Member. Each Manager shall be elected to serve until the next annual meeting of Members and until his successor shall have been duly elected and qualified, except in the event of his earlier death, resignation, or removal or the earlier termination of his term of office.

(b) The Management Committee shall have full, exclusive and complete discretion, power and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs, including, without limitation, for Company purposes, the power to:

(1) acquire by purchase, lease or otherwise, any real or personal property, tangible or intangible, subject to *Section 5.2(d)*;

(2) construct, operate, maintain, finance and improve and to own, sell, convey, assign, mortgage or lease any real estate and any personal property;

(3) sell, dispose, trade or exchange Company assets in the ordinary course of the Company's business, subject to *Section 5.2(d)*;

(4) enter into agreements and contracts and to give receipts, releases and discharges;

(5) purchase liability and other insurance to protect the Company's properties and business;

(6) borrow money for and on behalf of the Company, and, in connection therewith, execute and deliver instruments authorizing the confession of judgment against the Company;

(7) execute or modify leases with respect to any part or all of the assets of the Company;

(8) prepay, in whole or in part, refinance, amend, modify or extend any mortgages or deeds of trust which may affect any asset of the Company and in connection therewith to execute for and on behalf of the Company any extensions, renewals or modifications of such mortgages or deeds of trust;

(9) execute any and all other instruments and documents which may be necessary or in the opinion of the Management Committee desirable to carry out the intent and purpose of this Agreement, including, but not limited to, documents whose operation and effect extend beyond the term of the Company;

(10) make any and all expenditures which the Management Committee deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its

obligations and responsibilities under this Agreement, including, without limitation, all legal, accounting and other related expenses incurred in connection with the organization and financing and operation of the Company;

(11) enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company;

(12) invest and reinvest Company reserves in short-term instruments or money market funds;

(13) maintain books of record, open bank accounts, prepare accounting reports and other records or reports necessary to meet legal or regulatory requirements;

(14) develop a detailed operating and capital budget on an annual basis, subject to *Section 5.2(d)*;

(15) employ any entity or person, including Members or affiliates of any Member, as an employee of, agent for or as a consultant to the Company;

(16) ensure that all property, real and personal, and other tangible and intangible assets required to conduct the Company's business is recorded in the name of the Company;

(17) ensure that all licenses, permits, and other regulatory and legal approvals required to operate the Company's business are acquired and transferred to the Company;

(18) apply for any local, state or federal license, permit, franchise, certificate of convenience and necessity, or other approval necessary to conduct the Company's business;

(19) admit a new or additional member and approve such new or additional member's contribution and interest, subject to *Section 5.2(d)*; and

(20) remove any Manager (other than the Manager elected by the Class B Members) who, during his term, shall not attend (in person or pursuant to telecommunications described in *Section 6.1(c)*) two consecutive Management Committee meetings (whether regular or special) held during such term, by a majority vote of the remaining Managers (other than the Manager elected by the Class B Members) constituting a quorum, and remove the Manager elected by the Class B Members if, at the time of removal, there are no longer any Class B Members.

(c) Meetings of the Management Committee shall be held at the principal place of business of the Company or at any other place that a majority of the Managers determine. The Chairman (or Vice Chairman if the Chairman is absent) shall preside at all meetings of the Management Committee. In the alternative, meetings may be held by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other simultaneously, and such participation shall constitute presence in person at such meeting. The presence of a majority of the Managers shall constitute a quorum for the transaction of business. Meetings shall be held once each month, or otherwise in accordance with a schedule established by the Management Committee. Notice of the date, time and place of a special meeting of the Management Committee shall be given to each Manager at least 72 hours prior to such meeting, unless such notice is given orally or in person, in which case it shall be given at least 24 hours prior to such special meeting. For the purpose of this section, notice will be deemed to be duly given to a Manager if given orally (including by telephone) or if such notice is delivered to such Manager in person or mailed, telegraphed, cabled, telexed, photocopied or otherwise delivered by facsimile transmission (with transmission confirmed), to the Manager's last known address. Notice shall be deemed to have been waived by any Manager who shall attend and participate in such meeting. The Management Committee also may



make decisions, without holding a meeting, by written consent of all of the Managers subject to *Section 5.2(d)*.

(d) Decisions of the Management Committee shall require the approval of a majority of Managers present at a meeting at which a quorum is present.

(e) Except as otherwise agreed by the Members, the Managers shall serve without compensation from the Company. However, the Management Committee may reimburse Managers and the members of any committee for the reasonable expenses incurred in attending the meetings of the Management Committee or of such committee and for expenses incurred on behalf of the Company.

(f) In discharging their duties, Managers and Officers, when acting in good faith, may rely upon the books of account and other records of the Company, and financial statements of the Company represented to them to be correct by the Treasurer or other officer of the Company having charge of its books of accounts, or stated in a written report by an independent public or certified public accountant or firm of such accountants fairly to reflect the financial condition of the Company.

(g) Each Manager shall devote such time to the business and affairs of the Company as is necessary to carry out his duties set forth in this Agreement.

**6.2 Officers.** (a) In addition to appointing a Chairman and Vice Chairman, the Management Committee shall, as soon as practicable, appoint as Officers, (1) an individual as President personally to supervise the day-to-day operations of the Company, (2) an individual as Treasurer to have general supervision over the care and custody of Company funds, (3) an individual as Secretary to keep accurate membership records for the Company, and (4) such other officers as it may from time to time deem necessary. Officers need not be Managers, Members or representatives of Members, and each shall receive such compensation as determined by the Management Committee. Any two Officer positions may be held by the same person except the positions of President and Secretary. The positions of Chairman and President may be held by the same person. The Managers shall be subject to the general supervision and control of the Management Committee and shall carry out the policy decisions made by the Management Committee. At each regular meeting of the Management Committee (and, when requested by any Manager, at any special meeting of the Management Committee), the President, Treasurer and Secretary shall be present and shall report to the Management Committee on the operations of the Company or any other matters as any Manager may request.

(b) At the direction of the Management Committee, the President shall have the full power to execute, for and on behalf of the Company, any and all documents and instruments which may be necessary to carry on the business of the Company, including, without limitation, any and all deeds, contracts, leases, mortgages, deeds of trust, promissory notes, security agreements and financing statements pertaining to the Company's assets or obligations. The President shall have the authority to include in those documents a clause authorizing the confession of judgment against the Company. The President shall also have such other powers and perform such other duties as may be assigned to him by the Management Committee or in accordance with the Act. No person dealing with the President need inquire into the validity or propriety of any document or instrument executed in the name of the Company by the President, or as to the authority of the President in executing the same. With the consent of the Management Committee, the President may delegate some or all of its duties to a general manager who need not be a Manager and who shall report to the President.

(c) The Secretary shall maintain records of and, whenever necessary, certify all proceedings of the Management Committee, Members or committees of the Company, receive notices required to be sent to the secretary and record all such notices in the records of the Company, act as Secretary of all meetings of the Members and the Management Committee at which he or she is present, exercise the powers and

perform the duties usually incident to the office of Secretary, and exercise such other powers and perform such other duties as may be assigned to him by the Management Committee, the President or in accordance with the Act.

(d) The Treasurer shall have general supervision over the care and custody of the funds, securities, and other valuable effects of the Company and shall deposit the same or cause the same to be deposited in the name of the Company in such depositories as the Management Committee may designate, shall deal with the funds, securities and other effects of the Company as may be ordered by the Management Committee, shall have supervision over and cause to be kept accounts of all receipts, disbursements and other business transactions of the Company, shall, whenever required by the Management Committee, render or cause to be rendered financial statements of the Company, shall have the power and perform the duties usually incident to the office of Treasurer, and shall have such other powers and perform such other duties as may be assigned to him by the Management Committee or the President.

(e) Officers other than those listed and described in *Section 6.2* shall exercise such powers and perform such duties as may be assigned to them by the Management Committee or the President.

**6.3 Extraordinary Transactions.** Notwithstanding anything to the contrary in this Agreement, the Management Committee shall not take any actions described in this Agreement or the Act which specifically require the Members' approval without such approval, and where this Agreement or the Act requires a certain percentage approval of Members other than more than 50% of the Units present at a meeting at which a quorum is present, the percentage mandated by this Agreement or the Act shall control.

**6.4 Limitation on Liability.** No Member, Officer or Manager shall have any personal obligation for any debts, obligations or liabilities of the Company, whether such debts, obligations or liabilities arise in contract, tort or otherwise, solely by reason of being a Member, Manager, Officer, employee or agent of the Company. No Officer or Manager shall be liable, responsible or accountable, in damages or otherwise, in any action brought by or in the right of the Company or brought by or on behalf of the Members, except if the Officer or Manager engaged in gross negligence or willful misconduct.

**6.5 Indemnification.** The Company shall indemnify each Officer and Manager to the fullest extent permitted by the Act for any act performed by the Officer or Manager with respect to Company matters, except in the case of action or failure to act by a Officer or Manager which constitutes gross negligence or willful misconduct.

**6.6 Power of Attorney.** (a) Each Member constitutes and appoints the Managers as such Member's true and lawful attorney-in-fact ("Attorney-in-Fact"), and in such Member's name, place and stead, to make, execute, sign, acknowledge and file:

(1) all documents (including amendments to articles of organization) which the Attorney-in-Fact deems appropriate to reflect any Member approved amendment, change or modification of this Agreement;

(2) any and all other certificates or other instruments required to be filed by the Company under the laws of Georgia or of any other state or jurisdiction, including, without limitation, any certificate or other instruments necessary in order for the Company to continue to (A) qualify as a limited liability company under the laws of Georgia, or (B) receive or continue to operate under all necessary regulatory approvals; and

(3) all documents which may be required to dissolve and terminate the Company and to cancel its Statement.

(b) The foregoing power of attorney is irrevocable and is coupled with an interest, and, to the

extent permitted by applicable law, shall survive the death, disability death, incompetency, insolvency, Bankruptcy, termination, liquidation, dissolution, change in legal form of organization or withdrawal, whether voluntary or involuntary, of a Member. It also shall survive the transfer of an Interest, except that if the transferee is admitted as a Member, this power of attorney shall survive the delivery of the assignment for the sole purpose of enabling the Attorney-in-Fact to execute, acknowledge and file any documents needed to effectuate the substitution. Each Member shall be bound by any representations made by the Attorney-in-Fact acting in good faith pursuant to this power of attorney, and each Member hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of the Attorney-in-Fact taken in good faith under this power of attorney.

## **7. Transfers of Interests**

**7.1 *Class A Member Limitation on Transfer; Right of First Refusal.*** (a) Any Class A Member may sell, transfer, assign or exchange all or any part of its Class A Interest to an Affiliate at any time without any consent or restriction from the other Class A Members. Otherwise, there shall be no sale, transfer, assignment or exchange of the whole or any portion of any Class A Member's Class A Interests without compliance with *Section 7*.

(b) For purposes of this *Section 7*, a sale, transfer, assignment or exchange shall be deemed to have occurred if in a single transaction or in a series of transactions any interest in (1) a Class A Member (whether stock, partnership, interest or otherwise) or (2) an Entity (whether stock, partnership, interest or otherwise) that directly or indirectly holds an ownership interest in a Class A Member, is transferred, diluted, reduced or otherwise affected, provided, however, that a sale, transfer, exchange or assignment shall not be deemed to have occurred (A) under *Section 7.1(b)(2)* if the ownership change to any such Entity after the single transaction or series of transactions is less than Control, or (B) due to the mortgage or pledge of all or any part of a Class A Member's Class A Interest to a bank or trust company licensed pursuant to any state or federal banking laws provided, however, that a foreclosure pursuant to any such mortgage or pledge shall be deemed a sale, transfer, assignment or exchange that triggers the right of first refusal described in *Section 7.1*, or (C) under *Sections 7.1(b)(1)* or *7.1(b)(2)* in the case of a gratuitous donations made by or between an individual who owns an interest in the Class A Member or the Entity and a family member whose relationship is that of a spouse, ascendant, direct descendant, brother or sister or a trust for their benefit.

(c) In the event that any Class A Member reasonably believes that a sale, transfer, assignment or exchange of all or a portion of another Class A Member's Class A Interest has occurred, such Class A Member shall be entitled upon three days notice to such other Class A Member to inspect and copy the records of such other Class A Member relating to the ownership of such other Class A Member's Class A Interest. The intent of this *Section 7* is to indicate the agreement of the Class A Members that a sale, transfer, assignment or exchange of all or a portion of a Class A Member's Class A Interest will have occurred if all or a portion of the Class A Member's Class A Interest is sold, assigned, exchanged or transferred to an entity which is not an Affiliate of the Class A Member.

(d) If a Class A Member ("Offering Member") receives a bona fide offer ("Offer") complying with *Section 7.1(g)*, from a non-Affiliate to purchase directly from the Offering Member all or any portion of its Class A Interest ("Offered Interest"), which Offer, Offering Member is willing to accept, Offering Member shall send notice of such Offer to the Company and to other Class A Members ("Accepting Members"). The Company shall have 30 days from the date the notice is deemed received to elect to purchase the Offered Interest of the Offering Member at a price, and upon terms and conditions set forth in *Sections 7.1(d)*, *7.1 (e)* and *7.1(f)*. If the Company does not elect to purchase the Offered Interest of the Offering Member, then the Accepting Members shall have an additional 30 days from the expiration of the Company's 30-Day period ("Election Period") to elect, by notice, either (1) to consent to such sale pursuant to the Offer, in which event the sale to the non-Affiliate shall take place in accordance with the terms and conditions of the Offer, provided,

however, that if such sale does not take place within 90 days after the date of the Offer, a subsequent sale to a non-Affiliate may be made only in strict compliance with the provisions of *Section 7*, or (2) subject to the last sentence of this *Section 7.1(d)*, to purchase, pro rata, the Offered Interest of the Offering Member at a per-Unit price equivalent to the per-Unit price contained in the Offer and upon the same terms and conditions as contained in the Offer, in all respects as though the Accepting Members were the offeror in the Offer. Failure of the Accepting Members to send notice of its election within the Election Period shall be deemed a consent to the Offer. If only one of the Accepting Members timely elects to purchase the Offered Interest of the Offering Member as set forth above, then such Class A Member shall have an additional 15 days (after the expiration of the Election Period) within which to elect either to purchase all of the Offered Interest of the Offering Member in the manner described above, or to agree to the sale of the Class A Interest in accordance with the terms of the Offer.

(e) If the Company or the Accepting Members accept the offer to purchase the Offering Member's Offered Interest, then the closing of the transaction shall occur within 30 days after the acceptance of the Offer by one or more of the Accepting Members or the Company, as the case may be. Such closing shall take place at the principal office of the Company and, at such closing, the purchase price shall be paid in accordance with the terms and conditions of the Offer and the necessary instruments of transfer shall be duly executed and delivered by the Offering Member, provided, however, that the Company or Accepting Members, as the case may be, shall have the option of paying the purchase price in four equal annual installments, the first one of which shall be due at closing and the balance of which shall bear interest at the then current prime rate announced in the Wall Street Journal under the caption "Money Rates".

(f) Each notice of an Offer shall be in writing and shall contain a copy of the Offer and set forth the name and business address of such non-Affiliate, or if the non-Affiliate is an Entity other than an individual, such information with respect to its owners holding 10% or more of its equity (whether voting or non-voting).

(g) In order to be deemed a bona fide offer within the meaning of *Sections 7.1(d)* and *7.1(h)*, the Offer must be in writing and signed by the non-Affiliate (who must be financially capable of carrying out the terms of such bona fide offer), and be legally binding on the non-Affiliate.

(h) If (1) an Offering Member or an Entity that directly or indirectly holds an ownership interest in Offering Member ("Owner") receives an Offer complying with *Section 7.1(g)*, from a non-Affiliate to engage in a transaction that would trigger a sale, transfer, exchange or assignment (together "Transaction") described in *Section 7.1(b)*, and Offering Member or Owner is willing to accept the Offer, or (2) Offering Member desires to engage in a Transaction with respect to all or any portion of its Class A Interest (not otherwise in response to an Offer or pursuant to an event described in *Section 8*) or dies (in the event Offering Member is an individual), Offering Member (or its legal representative) shall send notice of the Transaction, desire or death to the Company and to Accepting Members. The Company shall have 30 days from the date the notice is deemed received to elect to purchase the Offered Interest of the Offering Member at a price, and upon terms and conditions set forth in *Sections 7.1(h)*, *7.1(i)*, *7.1(j)*, and *7.7*. If the Company does not elect to purchase the Offered Interest of the Offering Member, then the Accepting Members shall have the Election Period to elect, by notice, either (A) to consent to the Transaction, in which event the Transaction with the non-Affiliate shall take place in accordance with the terms and conditions of the Offer, provided, however, that if such Transaction does not take place within 90 days after the date of the Offer, a subsequent Transaction to a non-Affiliate may be made only in strict compliance with the provisions of *Section 7*, or (B) subject to the last sentence of this *Section 7.1(h)*, to purchase, pro rata, the Offered Interest of the Offering Member at a per-Unit price determined under *Section 7.7*. Failure of the Accepting Members to send notice of its election within the Election Period shall be deemed a consent to the Transaction. Failure of the Accepting Members to send notice of its election within the Election Period shall be deemed a rejection of Offering Member's proposal under *Section 7.1(h)(2)*, provided, however, that such rejection shall not relieve Offering Member of its obligation to comply with this *Section 7*. If only one of the Accepting Members timely elects to purchase the

Offered Interest of the Offering Member as set forth above, then such Class A Member shall have an additional 15 days (after the expiration of the Election Period) within which to elect either to purchase all of the Offered Interest of the Offering Member in the manner described above, or to agree to the Transaction in accordance with the terms of the Offer.

(i) If the Company or the Accepting Members accept the offer to purchase the Offering Member's Offered Interest, then the closing of the transaction shall occur within 30 days after the acceptance of the Offer by one or more of the Accepting Members or the Company, as the case may be. Such closing shall take place at the principal office of the Company and, at such closing, the necessary instruments of transfer shall be duly executed and delivered by Offering Member, and the Company or Accepting Members, as the case may be shall have the option of paying the purchase price determined under *Section 7.7* in a lump sum or in four equal annual installments, the first one of which shall be due at closing and the balance of which shall bear interest at the then current prime rate announced in the Wall Street Journal under the caption "Money Rates".

(j) Each notice of a Transaction shall be in writing and shall contain a copy of the Offer and set forth the name and business address of such non-Affiliate, or if the non-Affiliate is an Entity other than an individual, such information with respect to its owners holding 10% or more of its equity (whether voting or non-voting).

**7.2 Class B Member Limitation on Transfer.** Except as described in *Sections 2.8* or *8*, there shall be no sale, transfer, assignment or exchange of the whole or any portion of any Class B Member's Class B Interests.

**7.3 Class C Member Limitation on Transfer.** Except as described in *Sections 2.9* or *8*, there shall be no sale, transfer, assignment or exchange of the whole or any portion of any Class C Member's Class C Interests.

**7.4 Substitute Member.** No assignee, purchaser or transferee of the whole or any portion of any Members' Interest shall have the right to become a substitute Member, unless:

(a) The transferring Member has designated such intention in a written instrument of assignment, sale or transfer, a copy of which has been delivered to the Company and the other Members as described in this *Section 7*;

(b) The transferring Member has obtained the written consent of the Company, which consent shall not be unreasonably withheld;

(c) The Entity acquiring the Member's Interest has adopted and agreed in writing to be bound by all of the provisions of this Agreement;

(d) All documents reasonably required by the Company and the Act to affect the substitution of the Entity acquiring the Member's Interest as a Member shall have been executed and filed at no cost to the Company;

(e) Any necessary prior consents have been obtained from any regulatory authorities having jurisdiction over the Company; and

(f) Any necessary prior consents have been obtained from any entity which has provided financing to the Company subject to the right to approve the Entity acquiring the Member's Interest.

Provided, however, that subsections (a) and (b) above shall not apply in the case of an assignment or sale to an Affiliate of the assigning or selling Class A Member.

**7.5 Indemnification.** Each Member transferring a Member's Interest hereby indemnifies the Company and the other Members against any and all loss, attorneys' fees, damage or expense (including, without limitation, tax liabilities or loss of tax benefits) arising, directly or indirectly, as a result of any transfer or purported transfer in violation of any provision contained in this Section 7.

**7.6 Distribution and Allocation Subsequent to Transfer.** (a) The Profit and Losses of the Company attributable to any Company Interests acquired by reason of the assignment of the Company Interests or substitution of a Member with respect to that interest and any distributions made with respect thereto shall be allocated between the assignor and assignee based upon the length of time during any fiscal year of the Company, as measured by the effective date of the assignment or substitution, that the Company Interests so assigned or with respect to which there is a substitution was owned by each of them.

(b) The effective date of an assignment, sale, transfer or exchange of the Member's Interest or any portion thereof shall be the date designated by the transferring Member.

**7.7 Appraised Value.** (a) The amount to be received by the Offering Member under Section 7.1(h) shall be such fair market value as mutually agreed to by the Offering Member or its legal representative and the Company. If, after good faith negotiations for a period of two months, the Company and the Offering Member (or its legal representatives) cannot agree on the fair market value of such Class A Member's Class A Interest, either party may initiate an appraisal to determine the fair market value of such Class A Interest.

(b) If either party shall initiate an appraisal procedure to determine the fair market value of such Class A Interest, then Company, on the one hand, and the Offering Member (or its legal representatives), on the other hand, shall each promptly appoint as an appraiser an individual who shall be a member of a nationally-recognized investment banking firm and shall have five years' experience in the appraisal of businesses of the type in the geographic area conducted by Company.

(c) Each appraiser shall, within 30 days of appointment, separately investigate the value of the Company and subject Interest as of the proposed transfer date and shall submit a notice of an appraisal of that value to each party. Each appraiser shall be instructed to determine such value by taking into account the assets (including goodwill) and liabilities of the Company, and any other factors deemed relevant by the appraiser. The Company shall be valued as a going concern, and no discount shall be used to reflect lack of marketability or minority interest.

(d) If the appraised values of such Interest ("Earlier Appraisals") vary by less than 10%, the average of the two appraisals on a per share basis shall be controlling as the price to be paid for such Interest. If the appraised values vary by more than 10%, the appraisers, within 10 days of the submission of the last appraisal, shall appoint a third appraiser who shall be a member of a nationally recognized investment banking firm. The third appraiser shall, within 30 days of his appointment, appraise the Company and the Offering Member's Offered Interest under the same guidelines as the Earlier Appraisals. The value determined by the third appraiser shall be controlling as to the amount to be paid for such Interest unless the value is greater than the two Earlier Appraisals, in which case the higher of the two Earlier Appraisals shall control, unless that value is lower than the Earlier Appraisals, in which case the lower of the two Earlier Appraisals shall control.

(e) If any party fails to appoint an appraiser or if one of the two initial appraisers fails after appointment to submit his appraisal within the required period, the appraisals submitted by the remaining appraiser shall be controlling, and the parties shall be bound by such price whether or not the remaining appraiser has been selected by such party. The cost of the foregoing appraisals shall be divided equally

between the Company and the Offering Member (or its legal representatives).

## **8. Withdrawal of a Member**

**8.1 *Member Withdrawal.*** (a) Effective upon 30 days written notice to each Member, any Member may withdraw from the Company subject to any required regulatory approval.

(b) Any Member shall promptly withdraw from the Company upon the occurrence of default in performance by such Member of any obligation under this Agreement if such default shall not be corrected within 60 days after the same shall be called to the attention of such Member by the Management Committee by written notice specifying the thing or matter in default and Members holding more than 50% of the Units present in person or by proxy at a meeting at which a quorum is present choose to insist upon such withdrawal; provided, however, that such 60-day period shall cease to run during the pendency of any arbitration proceeding instituted pursuant to *Section 11.6* to determine the existence of such a default. The Management Committee shall notify each non-defaulting Member of such default in performance.

(c) Any Member shall promptly withdraw upon the Bankruptcy of such Member and/or upon the Bankruptcy of any Entity or Entity which holds a controlling interest in such Member.

(d) Any Member shall promptly withdraw upon the occurrence of any event or the existence of any facts relating to the Member which could reasonably disqualify the Member or the Company from holding a license or authorization necessary for the Company to conduct its business.

(e) Any Member shall promptly withdraw upon its filing of any pleading, petition, opposition or other document with any regulatory agency or court in opposition to the interests or purposes of the Company, or the soliciting of or assisting in the filing of such document by a third party.

(f) Upon withdrawal pursuant to (a), (b), (c), (d), or (e) above, the Member so withdrawing shall, subject to the provisions of *Section 8.2*, receive the then-current book value of its Interest in exchange for all of its Units, which Units shall upon the thereafter no longer be deemed issued and outstanding.

(g) Upon withdrawal pursuant to (a), (b), (c), (d), or (e) above, the number of Units held by the remaining Members shall remain unchanged but the Percentages of the remaining Members shall be increased pro rata to reflect such withdrawal.

**8.2 *Distribution on Withdrawal.*** (a) If distribution is made pursuant to *Section 8.1(f)*, amounts payable to the Member so withdrawing or legal representative of the Member shall be paid to such Member or legal representative by the Company and may, at the option of the Management Committee and consistent with regulatory and other legal constraints, be paid in equal annual payments without interest over a period not to exceed 3 years in order to provide the Company, or the new Company established pursuant to *Section 9.1(c)*, sufficient time to raise capital to replace that capital being withdrawn and to ensure the continued conduct of the business of the Company.

(b) The Company shall hold harmless the withdrawing Member or its legal representative from any Company liabilities arising out of events occurring after the date of withdrawal, and the Company shall establish the value of the withdrawing Member's Interest as of that date as provided in *Section 8.1(a)*. In no event shall the withdrawing Member or legal representative of the Member be entitled to any consideration in addition to or in lieu of the consideration as established in this *Section 8*.

## 9. Dissolution, Liquidation and Termination of the Company

**9.1 Events of Dissolution.** The Company shall be dissolved upon the happening of any of the following events:

- (a) the sale of all or substantially all of the Company's assets;
- (b) upon the unanimous written agreement of the Class A Members;
- (c) upon the withdrawal (described in *Section 8*) of a Member, unless there remains at least two Class A Members or at least one Class A Member and a new Class A Member is admitted, and the remaining Class A Members, within 90 days after the event or occurrence, by approval of Class A Members holding more than 50% of the Units present in person or by proxy at a meeting at which a quorum is present determine to continue the legal existence and business of the Company pursuant to the terms of this Agreement; or
- (d) entry of a decree of judicial dissolution under the Act or Georgia law.

**9.2 Procedure for Winding Up and Distribution.** If the Company is dissolved, the Management Committee shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed by the Managers or a liquidating trustee selected by the Managers as follows: (a) to creditors of the Company, including Interest Holders who are creditors to the extent permitted by law, in satisfaction of all liabilities of the Company whether by payment or by the establishment of adequate reserves except for liabilities for Distributions to Members under *Sections 4.3, 4.6(a) and 8.1*; (b) to Members and former Members in satisfaction of liabilities for Distributions under *Sections 4.3, 4.6(a) and 8.1*; and (c) to the Interest Holders in accordance with *Section 4.4* of this Agreement.

**9.3 Time for Liquidation.** A reasonable amount of time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Members to minimize any losses which otherwise might be incurred.

**9.4 Termination.** Upon compliance with the foregoing distribution plan the Company shall cease to be such, and the proper Officers shall execute, acknowledge and cause to be filed a certificate of cancellation of the Company.

**9.5 Management Committee Not Liable for Return of Distribution.** The Management Committee shall not be liable for any distribution required pursuant to *Section 9.2* and such distribution shall be made solely from available Company assets, if any.

## 10. Books, Records, Accounting and Tax Elections

**10.1 Bank Accounts.** All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Management Committee shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts and the entities who will have authority with respect to the accounts and the funds therein.

**10.2 Books and Records: Confidentiality of Information.** (a) The Management Committee shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business, as required by the Act or Georgia law. These books and records shall be maintained in accordance with sound accounting principles and practices and shall be available at the Company's principal office for inspection and



copying by any Member at any and all reasonable times during normal business hours at such Member's expense upon three business days' notice to the Management Committee or any officer stating the purpose of the inspection, provided, however, that subject to any limitations in the Act, the Management Committee shall have the right to keep confidential from Members, for such period of time as the Management Committee deems reasonable, any information which the Management Committee reasonably believes to be in the nature of trade secrets or other information the disclosure of which the Management Committee in good faith believes is not in the best interest of the Company or could damage the Company or its business or which the Company is required by law or by agreement with a third party to keep confidential.

(b) Members shall hold the existence of and all terms and provisions of this Agreement and all information supplied to the other in connection with this Agreement and all other Confidential Information in confidence and shall refrain from (1) using such information to the Company's detriment, (2) using such information to such Member's benefit unless permitted by the Management Committee, or (3) disclosing such information to any third party unless such disclosure is required by law, judicial or governmental request, requirement or order, provided, however that such Member, however, shall take reasonable steps to give the Company sufficient prior notice to contest such request, requirement or order. Confidential information shall remain the property of the Company, and shall be returned to the Company or destroyed upon the request of the Company. The provisions in this Agreement restricting the use of Confidential Information shall survive for a period of two years following expiration or termination of this Agreement and such survival shall not be affected by a Member's withdrawal or termination of membership in the Company at any time or for any reason.

**10.3 Annual Accounting Period and Entity Classification.** The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be the calendar year. The Company's initial "tax matters partner" within the meaning of Code Section 6231(a)(7) and any comparable provisions of state and local law is designated on Exhibit 1. The Members intend that the Company be treated as a "partnership" for purposes of federal and state income taxation. The Company shall file Form 8832, Entity Classification Election, pursuant to Regulation Section 301.7701-1, commonly referred to as the "Check the Box Regulations," if necessary to be classified as anything other than a partnership for federal tax purposes upon advice from its tax advisors.

**10.4 Reports.** Within 75 days after the end of each taxable year of the Company, the Management Committee shall cause to be sent to each Entity who was a Member at any time during the taxable year then ended a complete accounting of the affairs of the Company for the taxable year then ended. In addition, within 75 days after the end of each taxable year of the Company, the Management Committee shall cause to be sent to each Entity who was an Interest Holder at any time during the taxable year then ended, that tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for that year. The Management Committee shall cause an annual report complying with the requirements of Act to be filed with the Secretary on or before the due date of each year. The Management Committee shall supply all Members with a copy of Company's internal unaudited monthly financial statements within 30 days after the end of each month.

**10.5 Membership Certificate Reconciliation.** The Management Committee shall review the books and records for the purpose of ascertaining whether the number of Units issued and outstanding as of the annual meeting as reflected in the books and records correspond to the number of Units issued and outstanding as of the annual meeting as reflected in the Membership Certificates issued by the Company. In the event any such review reveals that the number of Units held by a Member pursuant to the books and records exceed the number of Units held by a Member pursuant to Membership Certificates issued to it by the Company, the Management Committee shall issue a Membership Certificate to such Member for that number of Units necessary to eliminate the discrepancy at the annual meeting.

## 11. General Provisions

**11.1 Assurances.** Each Member shall execute all certificates and other documents and shall do all such filing, recording, publishing and other acts as the Members deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules and regulations relating to the acquisition, operation or holding of the property of the Company.

**11.2 Notices.** Except with respect to notices under *Section 6.1(c)*, any notice, inquiry or demand required or permitted to be given hereunder shall be given in writing and shall be deemed received when delivered personally by prepaid for overnight delivery with a national overnight courier company, deposited in the U.S. mail via certified mail and postage prepaid or transmitted by facsimile, or electronic mail (with transmission confirmed) to the other party to receive notice at its address or facsimile number or electronic mail address (as set forth on Exhibit 1 to this Agreement) or other address or facsimile number, or electronic mail address as it shall have designated by notice in writing.

**11.3 Specific Performance.** The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (a) restraining and enjoining any act which would constitute a breach or (b) compelling the performance of any obligation which, if not performed, would constitute a breach.

**11.4 Complete Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty.

**11.5 Amendments.** Except for amendments made in accordance with this Agreement (a) in connection with assignments of Class A Interests by Class A Members to their Affiliates, (b) to reflect additional or substitute Members or changes in Capital Contributions, Units or Percentages, (c) with respect to Class B Units and Class C Units as permitted by *Sections 2.8* and *2.9*, respectively, and (d) to reflect changes in a Member's designated representative and/or other information related to providing notices in accordance with the provisions of this Agreement, this Agreement may not be amended except upon the approval of (A) more than 50% of the Managers present at a Management Committee meeting at which a quorum is present, and (B) subject to the last sentence, more than 50% of the Class A Units present in person or by proxy at a meeting at which a quorum is present. Each Member agrees to and shall execute or cause to be executed promptly any amendments to this Agreement and certificates of the Company reasonably requested by the Company and authorized under this *Section 11.5*. Notwithstanding the above, (X) neither *Section 5.2(e)* or *Section 5.2(f)* can be amended without the consent of the Class B Members or Class C Member, respectively, and (Y) *Section 5.2(d)* cannot be amended without the consent of Class A Members holding more than 66.6667% of the Class A Units present in person or by proxy at a meeting at which a quorum is present.

**11.6 Applicable Law and Arbitration.** (a) All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Georgia.

(b) In case any disagreement arises with respect to any matter related to this Agreement which cannot be resolved by negotiations shall arise between the Company and a Member, among the Members, any Member or group of Members may initiate proceedings to submit such disagreement to arbitration by serving written notice of arbitration on the other party, which notice shall include appointment of an arbitrator,

naming such arbitrator. Within 30 days after the date that such notice is deemed to be given, pursuant to the provisions of *Section 11.2*, the person (or group thereof, if applicable) to whom such notice is given shall similarly appoint an arbitrator by giving like written notice to the initiating person or persons; or, failing to make such appointment, the arbitrator initially appointed shall be empowered to act as the sole arbitrator and to render a binding decision. In such event, such sole arbitrator shall set a date for hearing the dispute not later than ninety days after the date of his appointment, and shall render its decision in writing to the disputing persons not later than 60 days after the last hearing date.

(c) In the event that the disputing persons duly appoint arbitrators pursuant to subparagraph (b) above, the two arbitrators so appointed shall, within 30 days after the appointment of the later of them to be appointed, select a third arbitrator who shall act as Chairman of the arbitration panel. Such arbitration panel shall set a time for the hearing of the dispute which shall not be later than 60 days after the date of appointment of the third arbitrator, and the final decision of the arbitrators shall be rendered in writing to the disputing persons not later than 60 days after the last hearing date.

(d) In the event that the arbitrators appointed by the disputing Members are not able within 30 days after the appointment of the later of them to be appointed to agree on the selection of a third arbitrator, either one of them may request the American Arbitration Association to select a third arbitrator, and the selection of such third arbitrator by such Association shall be binding.

(e) The place of any arbitration shall be Atlanta, Georgia or at such other place as agreed to by the disputing persons.

(f) The arbitration shall be conducted in accordance with the rules of the American Arbitration Association then prevailing, and the decision of the arbitrator or arbitrators, as the case may be, shall be final and binding on the disputing Members, and shall be enforceable in the courts of the United States.

(g) It is understood and agreed that during any arbitration proceeding involving a dispute, the Members shall have the power and authority to continue the business of the Company, including but not limited to proceeding with the action under dispute.

**11.7 Section Titles.** The headings herein are inserted as a matter of convenience only, and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

**11.8 Binding Provisions.** This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

**11.9 Jurisdiction and Venue.** Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the State of Georgia or any State court having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

**11.10 Terms.** Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Entity may in the context require.

**11.11 Separability of Provisions.** Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

11.12 **Counterparts; Construction.** This Agreement will be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. No provision of this Agreement will be interpreted in favor of, or against, any party by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft of such provision or of this Agreement.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have executed, or caused this Georgia Independent Telco Group, L.L.C. Amended and Restated Limited Liability Company Operating Agreement to be executed, as of the Effective Date.

**AccuComm Telecommunications**

By: [Signature]  
Name: Greg Mich  
Title: V.P./GM

**Brantley Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Citizens Telephone Co., Inc.**

By: [Signature]  
Name: Renny Chapman  
Title: EVP

**ComSouth Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Ellijay Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Lintel, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pineland Cellular**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Planters Rural Telephone Cooperative, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Alma Telephone Company**

By: [Signature]  
Name: GREG DAVIS  
Title: V.P. OPERATIONS

**Bulloch County Rural Telephone Cooperative, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Coastal Utilities, Inc.**

By: [Signature]  
Name: Edward L. Hayman  
Title: V.P. Ops. Dir.

**The Darien Telephone Company, Inc.**

By: [Signature]  
Name: MARION L. SALER  
Title: ALGM

**Hargray Holdings Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pembroke Telephone Company**

By: [Signature]  
Name: JAMES REEVES  
Title: Ops. Manager

**Plant Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Progressive Holding Co.**

By: [Signature]  
Name: CHARLES E. MILLIS  
Title: Gen. Mgr.

IN WITNESS WHEREOF, the parties have executed, or caused this Georgia Independent Telco Group, L.L.C. Amended and Restated Limited Liability Company Operating Agreement to be executed, as of the Effective Date. --

**AccuComm Telecommunications**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Brantley Telephone Company**

By: DONOVAN STRICKLAND  
Name: Donovan Strickland  
Title: VICE PRESIDENT

**Citizens Telephone Co., Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ComSouth Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Ellijay Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Lintel, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pineland Cellular**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Planters Rural Telephone Cooperative, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Alma Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Bulloch County Rural Telephone Cooperative, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Coastal Utilities, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**The Darien Telephone Company, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Hargray Holdings Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pembroke Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Plant Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Progressive Holding Co.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed, or caused this Georgia Independent Telco Group, L.L.C. Amended and Restated Limited Liability Company Operating Agreement to be executed, as of the Effective Date.

**AccuComm Telecommunications**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Brantley Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Citizens Telephone Co., Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ComSouth Corporation**

By: Robert W. Williams  
Name: Robert W. Williams  
Title: President

**Ellijay Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Lintel, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pineland Cellular**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Planters Rural Telephone Cooperative, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Alma Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Bulloch County Rural Telephone Cooperative, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Coastal Utilities, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**The Darien Telephone Company, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Hargray Holdings Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pembroke Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Plant Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Progressive Holding Co.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed, or caused this Georgia Independent Telco Group, L.L.C. Amended and Restated Limited Liability Company Operating Agreement to be executed, as of the Effective Date.

**AccuComm Telecommunications**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Brantley Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Citizens Telephone Co., Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ComSouth Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Ellijay Telephone Company**

By: R. Futcher  
Name: R. FUTCHER  
Title: CEO MGR

**Lintel, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pineland Cellular**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Planters Rural Telephone Cooperative, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Alma Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Bulloch County Rural Telephone Cooperative, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Coastal Utilities, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**The Darien Telephone Company, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Hargray Holdings Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pembroke Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Plant Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Progressive Holding Co.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, the parties have executed, or caused this Georgia Independent Telco Group, L.L.C. Amended and Restated Limited Liability Company Operating Agreement to be executed, as of the Effective Date.

**AccuComm Telecommunications**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Brantley Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Citizens Telephone Co., Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ComSouth Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Ellijay Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Lintel, Inc.**

By: Michael P. McEwen  
Name: Michael P. McEwen  
Title: V.P.

**Pineland Cellular**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Planters Rural Telephone Cooperative, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Alma Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Bulloch County Rural Telephone Cooperative, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Coastal Utilities, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**The Darlen Telephone Company, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Hargray Holdings Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pembroke Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Plant Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Progressive Holding Co.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed, or caused this Georgia Independent Telco Group, L.L.C. Amended and Restated Limited Liability Company Operating Agreement to be executed, as of the Effective Date.

**AccuComm Telecommunications**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Brantley Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Citizens Telephone Co., Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ComSouth Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Ellijay Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Lintel, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pineland Cellular**

By: *[Signature]*  
Name: AM BERNETT  
Title: EXEC V.P.

**Planters Rural Telephone Cooperative, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Alma Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Bulloch County Rural Telephone Cooperative, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Coastal Utilities, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**The Darien Telephone Company, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Hargray Holdings Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pembroke Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Plant Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Progressive Holding Co.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed, or caused this Georgia Independent Telco Group, L.L.C. Amended and Restated Limited Liability Company Operating Agreement to be executed, as of the Effective Date.

**AccuComm Telecommunications**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Brantley Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Citizens Telephone Co., Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ComSouth Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Ellijay Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Lintel, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pineland Cellular**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Planters Rural Telephone Cooperative, Inc.**

By: Fred W. Hedges  
Name: FRED W. HEDGES  
Title: MGR

**Alma Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Bulloch County Rural Telephone Cooperative, Inc.**

By: Dennis D. Lewis  
Name: Dennis D. Lewis  
Title: Manager

**Coastal Utilities, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**The Darien Telephone Company, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Hargray Holdings Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pembroke Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Plant Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Progressive Holding Co.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed, or caused this Georgia Independent Telco Group, L.L.C. Amended and Restated Limited Liability Company Operating Agreement to be executed, as of the Effective Date.

**AccuComm Telecommunications**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Brantley Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Citizens Telephone Co., Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ComSouth Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Ellijay Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Lintel, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pineland Cellular**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Planters Rural Telephone Cooperative, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Alma Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Bulloch County Rural Telephone Cooperative, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Coastal Utilities, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**The Darien Telephone Company, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Hargray Holdings Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pembroke Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Plant Telephone Company**

By: Danny E. Sterling  
Name: DANNY E. STERLING  
Title: PRES

**Progressive Holding Co.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed, or caused this U.S. Carrier Telecom, LLC Amended and Restated Limited Liability Company Operating Agreement to be executed, as of the Effective Date.

**AccuComm Telecommunications**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Brantley Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Citizens Telephone Co., Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ComSouth Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Ellijay Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Lintel, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pineland Cellular**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Planters Rural Telephone Cooperative, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Alma Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Bulloch County Rural Telephone Cooperative, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**Coastal Utilities, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**The Darien Telephone Company, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Hargray Holdings Corporation**

By:   
Name: Michael R. Shepard  
Title: Senior Vice President

**Pembroke Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Plant Telephone Company**

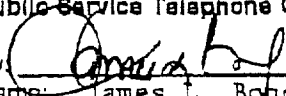
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Progressive Holding Co.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signature Page to Georgia Independent Telco Group, L.L.C. Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date (continued).*

**Public Service Telephone Company**

By:   
 Name: James L. Bond  
 Title: General Manager

**Ringgold Telephone Company**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**TriNet, Inc.**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Waverly Hall Telephone Company, Inc.**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Wilkes Telephone & Electric Company**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Georgia Independent Telco Group, L.L.C.**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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05/25/99 13:25 501 905 5099

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*Signature Page to Georgia Independent Telco Group, L.L.C. Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date (continued).*

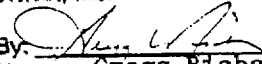
**Public Service Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Ringgold Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TriNet, Inc.**

By:   
Name: Gregg Richey  
Title: President

**Waverly Hall Telephone Company, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Wilkes Telephone & Electric Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Georgia Independent Telco Group, L.L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature Page to Georgia Independent Telco Group, L.L.C. Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date (continued).

Public Service Telephone Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Ringgold Telephone Company

By: William H. Feltus  
Name: William H. Feltus  
Title: Director

TriNet, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Waverly Hall Telephone Company, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Wilkes Telephone & Electric Company

By: Larry B. Hauck  
Name: LARRY B. HAUCK  
Title: Vice President

Georgia Independent Telco Group, L.L.C.

By: Larry B. Hauck  
Name: LARRY B. HAUCK  
Title: Chairman & President



*Signature Page to Georgia Independent Telco Group, L.L.C. Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date (continued).*

**Public Service Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TriNet, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

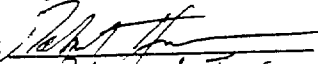
**Wilkes Telephone & Electric Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Ringgold Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Waverly Hall Telephone Company, Inc.**

By:   
Name: Robert L. Jones  
Title: Vice Pres.

**Georgia Independent Telco Group, L.L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit 1  
to  
Georgia Independent Telco Group, L.L.C.  
Amended and Restated Limited Liability Company Operating Agreement

List of Class A Members, Capital, and Units (Percentages)

Name, Address and Taxpayer I.D. Number	Initial Cash Capital Contribution	Units (Percentages)
<p>AccuComm Telecommunications, Inc. 113 Wriley Road Irwinton, GA 31042 Phone (912)946-7411 Fax (912)946-3222 EIN 58-0641816 Email <a href="mailto:lesterl@accucomm.net">lesterl@accucomm.net</a> or <a href="mailto:Council@accucomm.net">Council@accucomm.net</a></p>	\$10,000.00	255,000 (3.542%)
<p>Alma Telephone Company 101 Mercer Street Alma, GA 31510 Phone (912)632-8603 Fax (912)632-2588 EIN 58-0159299 Email <a href="mailto:gregd@accessatc.net">gregd@accessatc.net</a> or <a href="mailto:kbrooks@accessate.net">kbrooks@accessate.net</a></p>	\$10,000.00	452,569 (6.286%)
<p>Brantley Telephone Co., Inc. 112 Cleveland Street Nahunta, GA 31553 Phone (912)462-5111 Fax (912)462-6135 EIN 58-0625976 Email <a href="mailto:donos@brantleytel.net">donos@brantleytel.net</a> or <a href="mailto:Joseph@brantleytel.net">Joseph@brantleytel.net</a></p>	\$10,000.00	422,108 (5.863%)
<p>Bulloch County Rural Telephone Coop., Inc. 601 Northside Drive West Statesboro, GA 30458 Phone (912)764-7511 Fax (912)764-7944 EIN 58-0621752 Email <a href="mailto:bullnet@bulloch.com">bullnet@bulloch.com</a></p>	\$10,000.00	247,081 (3.432%)

Exhibit 1  
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(Page 2)

List of Class A Members, Capital, and Units (Percentages)

Name, Address and Taxpayer I.D. Number	Initial Cash Capital Contribution	Units (Percentages)
Citizens Telephone Co., Inc. 506 Bailey Avenue Leslie, GA 31764 Phone (912)874-4145 Fax (912)874-2211 EIN 58-0692708 Email <a href="mailto:citizens@sowega.net">citizens@sowega.net</a>	\$10,000.00	175,000 (2.431%)
Coastal Utilities, Inc. 100 Ryon Avenue Hinesville, GA 31313 Phone (912)368-3300 Fax (912)368-6644 EIN 58-0656882 Email <a href="mailto:jezoucks@clds.net">jezoucks@clds.net</a> or <a href="mailto:cuieng@clds.net">cuieng@clds.net</a>	\$10,000.00	452,569 (6.286%)
ComSouth Corporation 250 Broad Street Hawkinsville, GA 31036 Phone (912)783-4001 Fax (912)892-9009 EIN 58-1582109 Email <a href="mailto:wmjiii@cstel.net">wmjiii@cstel.net</a>	\$10,000.00	405,284 (5.630%)
The Darien Telephone Company, Inc. 1011 North Way Darien, GA 31305 Phone (912)437-4111 Fax (912)437-3499 EIN 58-0627421 Email <a href="mailto:mrsharp@dariantel.net">mrsharp@dariantel.net</a>	\$10,000.00	450,569 (6.259%)

Exhibit 1  
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(Page 3)

List of Class A Members, Capital, and Units (Percentages)

Name, Address and Taxpayer I.D. Number	Initial Cash Capital Contribution	Units (Percentages)
Ellijay Telephone Company 36 Dalton Street Ellijay, GA 30540 Phone (706)276-2271 Fax (706)276-9888 EIN 58-0233660 Email <a href="mailto:rogerf@ellijay.com">rogerf@ellijay.com</a>	\$10,000.00	452,569 (6.286%)
Hargray Holding Corporation 856 William Hilton Parkway Hilton Head Island, SC 29928 Phone (803)686-5000 Fax (803)686-1175 EIN 57-0812587 Email <a href="mailto:jwmc@hargray.com">jwmc@hargray.com</a> or <a href="mailto:clarise@hargray.com">clarise@hargray.com</a>	\$75,000.00	405,284 (5.630%)
Lintel, Inc. 196 North Forest Avenue Hartwell, GA 30643 Phone (706)376-4701 Fax (706)376-1445 EIN 58-1625317 Email <a href="mailto:michael@hartcom.net">michael@hartcom.net</a>	\$10,000.00	210,000 (2.917%)
Pembroke Telephone Company 50 Church Street Pembroke, GA 31321 Phone (912)653-4389 Fax (912)653-2929 EIN 58-0652903 Email <a href="mailto:mahite@pemtelo.com">mahite@pemtelo.com</a> or <a href="mailto:noah@pemtelo.com">noah@pemtelo.com</a>	\$10,000.00	420,108 (5.836%)

Exhibit 1  
to  
Georgia Independent Telco Group, L.L.C.  
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(Page 4)

List of Class A Members, Capital, and Units (Percentages)

Name, Address and Taxpayer I.D. Number	Initial Cash Capital Contribution	Units (Percentages)
Pineland Cellular, Inc. 30 S. Rountree Street Metter, GA 30439 Phone (912)685-2121 Fax (912)685-3539 EIN 58-1869350 Email <a href="mailto:rprice@pineland.net">rprice@pineland.net</a>	\$10,000.00	465,733 (6.469%)
Plant Telephone Company 1703 U.S. Highway 82 West Tifton, GA 31793 Phone (912)382-4227 Fax (912)528-1140 EIN 58-2211961 Email <a href="mailto:gduff@planttel.net">gduff@planttel.net</a>	\$10,000.00	420,108 (5.836%)
Planters Rural Telephone Cooperative, Inc. 126 Oliver Highway Newington, GA 30446 Phone (912)857-4411 Fax (912)857-3704 EIN 58-1819339 Email <a href="mailto:planters@planters.net">planters@planters.net</a>	\$10,000.00	247,081 (3.432%)
Progressive Holding Co. 2112 W. Railroad Street Rentz, GA 31075 Phone (912)984-4201 Fax (912)984-4205 EIN 58-1900817 Email <a href="mailto:ed@progressivetel.com">ed@progressivetel.com</a>	\$10,000.00	452,569 (6.286%)

Exhibit 1  
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Georgia Independent Telco Group, L.L.C.  
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(Page 5)

List of Class A Members, Capital, and Units (Percentages)

Name, Address and Taxpayer I.D. Number	Initial Cash Capital Contribution	Units (Percentages)
Public Service Communications, Inc. 104 Winston Street Reynolds, GA 31076 Phone (912)847-4111 Fax (912)847-4106 EIN jim@gnat.net (Transferee of Public Service Telephone Co.) Email <a href="mailto:jim@gnat.net">jim@gnat.net</a>	\$10,000.00	125,000 (1.736%)
Ringgold Telephone Company 7449 Nashville Street Ringgold, GA 30736 Phone (706)965-2345 Fax (706)965-2906 EIN 58-0699605 Email <a href="mailto:whe@catt.com">whe@catt.com</a>	\$10,000.00	452,569 (6.286%)
TriNet, Inc. 2000 Communications Blvd. Cornelia, GA 30531 Phone (706)778-2201 Fax (706)778-5684 EIN 58-2183044 Email <a href="mailto:robert.g.mckuin@alltel.com">robert.g.mckuin@alltel.com</a>	\$10,000.00	125,000 (1.736%)
Waverly Hall Telephone Company, Inc. 7457 GA Highway 208 Waverly Hall, GA 31831 Phone (706)582-3333 Fax (706)582-3111 EIN 58-0949958 Email <a href="mailto:wavetel@mindspring.com">wavetel@mindspring.com</a>	\$10,000.00	110,400 (1.534%)

Exhibit 1  
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List of Class A Members, Capital, and Units (Percentages)

Name, Address and Taxpayer I.D. Number	Initial Cash Capital Contribution	Units (Percentages)
Wilkes Telephone & Electric Company 107 East Liberty Street Washington, GA 30673 Phone (706)678-2121 Fax (706)678-1000 EIN 58-0488850 Email <a href="mailto:lhouchk@g-net.net">lhouchk@g-net.net</a>	\$10,000.00	452,569 (6.286%)

List of Class B Members, Capital, and Units (Percentages)

Name, Address and Taxpayer I.D. Number	Initial Cash Capital Contribution	Units (Percentages)
NONE		

List of Class C Members, Capital, and Units (Percentages)

Name, Address and Taxpayer I.D. Number	Initial Cash Capital Contribution	Units (Percentages)
NONE		

**Registered Office, Agent and Tax Matters Partner:**

The registered office of the Company shall be 224 Dalton Street, Ellijay, Georgia 30540, and the registered agent of the Company shall be Roger Futch.

The Tax Matters Partner shall be Wilkes Telephone and Electric Company, 107 East Liberty Street, Washington, GA 30673.

Exhibit 2  
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Georgia Independent Telco Group, L.L.C.  
Amended and Restated Limited Liability Company Operating Agreement

Definitions

**"Act"** means the Georgia Limited Liability Company Act, as amended from time to time.

**"Adjusted Capital Account Deficit"** means, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

(a) the deficit shall be decreased by the amounts which the Interest Holder is obligated to restore pursuant to *Section 4.4(b)* or is deemed obligated to restore pursuant to Regulation Section 1.704-1(b)(2)(ii)(c); and

(b) the deficit shall be increased by the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

**"Affiliate"** means, with respect to any Member, any Entity directly or indirectly controlling, controlled by or under common control with a Member.

**"Agreement"** means this Limited Liability Company Agreement, and any exhibit or schedules attached hereto or added after the Effective Date, each as amended from time to time.

**"Banked Units"** has the meaning set forth in *Section 3.2(c)*.

**"Bankruptcy"** means, with respect to any Member or Interest Holder (a) a general assignment for the benefit of creditors or consenting to the appointment of a trustee or receiver or becoming insolvent or unable to pay its debts as they become due, (b) the commencement by or against such Member or Interest Holder of any liquidation, dissolution, bankruptcy, reorganization, insolvency or other proceeding for the relief of financially distressed debtors and which, if instituted against the Member or Interest Holder, is consented to by said the Member or Interest Holder or permitted to remain undismissed for 90 days, (c) the appointment for such Member or Interest Holder or for a substantial part of such Member or Interest Holder's assets, of a receiver, liquidator, custodian or trustee or (d) the entry of an order for relief against such Member or Interest Holder under Title 11 of the United States Bankruptcy Code.

**"Capital Account"** means the account maintained by the Company for each Interest Holder in accordance with the following provisions:

(a) an Interest Holder's Capital Account shall be credited with the Interest Holder's Capital Contributions, the amount of any Company liabilities assumed by the Interest Holder (or which are secured by Company property distributed to the Interest Holder), the Interest Holder's distributive share of Profit and any item in the nature of income or gain specially allocated to such Interest Holder pursuant to the provisions of *Section 4* (other than *Section 4.4(c)*); and

(b) an Interest Holder's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Interest Holder, the amount of any liabilities of the Interest Holder assumed by the Company (or which are secured by property contributed by the Interest Holder to the Company), the Interest Holder's distributive share of Loss and any item in the nature of expenses or losses specially allocated to the Interest Holder pursuant to the provisions of *Section 4* (other than *Section 4.4(c)*).



Exhibit 2  
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Georgia Independent Telco Group, L.L.C.  
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(Page 2)

If any Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Interest. If the book value of Company property is adjusted pursuant to Section 4.4(c), the Capital Account of each Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

**"Capital Contribution"** means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.

**"Class A Member"** means any Member holding Class A Units.

**"Class B Member"** means any Member holding Class B Units.

**"Class C Member"** means any Member holding Class C Units.

**"Code"** means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

**"Company"** means the limited liability company organized in accordance with this Agreement.

**"Confidential Information"** means data and information (including the Company's telecommunications network, traffic volume/distribution and customer identities) relating to the operations and business of the Company which (a) is or has been disclosed to the Members or of which any one or more Members became aware as a consequence of or through its relationship to the Company, (b) the Management Committee deems has value to the Company and (c) is not generally known to its competitors, but shall not include any data or information that has been voluntarily disclosed to the public by the Company (except where such public disclosure has been made by a Member without authorization) or that has been independently developed and disclosed by others, or that otherwise enters the public domain through lawful means.

**"Control", "Controlling", or "Controlled"** means (a) the record or beneficial ownership of 50% or more of (1) the voting securities or other voting rights of an Entity; or (2) the beneficial interests of a Entity, or (b) the right to appoint to a Entity's Board of Directors or such governing body that has similar functions a majority of the members of such Board or body.

**"Distribution" or "Distributions"** means the direct or indirect transfer of money or other property or the transfer of indebtedness by the Company to or for the benefit of its Members in respect of their Interests in the Company. A distribution may be in the form of a company distribution, purchase, redemption or other acquisition of an Interest, a distribution of indebtedness or otherwise.

**"Entity"** means an individual, general or limited partnership, limited liability company, foreign limited liability company, trust, association, corporation, or another legal or commercial organization.

**Exhibit 2**  
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**(Page 3)**

**"Interest"** means a Member's Units, Member's Membership Rights and economic rights in the Company, including the Member's share of the Profits and Losses of, and the right to receive Distributions from, the Company, except when preceded by a reference to a certain Class in which case the reference is to that particular Class.

**"Interest Holder"** means any Entity who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

**"Management Committee"** has the meaning set forth in *Section 6.1(a)*.

**"Manager" or "Managers"** has the meaning set forth in *Section 6.1(a)*.

**"Member"** means a Entity admitted to the Company as a Class A Member, Class B Member and/or Class C Member, and any Entity who subsequently is admitted as a Class A Member, Class B Member and/or Class C Member of the Company, and, in each case, as to whom a withdrawal has not occurred.

**"Membership Certificate"** has the meaning set forth in *Section 2.7*.

**"Membership Rights"** means all of the rights of a Member in the Company, namely, a Member's: (a) Interest; and (b) rights described in *Sections 5.1, 5.2(d)* (in the case of a Class A Member), *5.2(e)* (in the case of a Class B Member), *5.2(f)* (in the case of a Class C Member) and *6.3*.

**"Minimum Gain"** has the meaning set forth in Regulation Section 1.704-2(d). Minimum Gain shall be computed separately for each Interest Holder in a manner consistent with the Regulations under Code Section 704(b).

**"Negative Capital Account"** means a Capital Account with a balance of less than zero.

**"Offer"** has the meaning set forth in *Section 7.1(d)*,

**"Officer" or "Officers"** means the President, Secretary, Treasurer and/or other officers appointed by the Management Committee pursuant to *Section 6.2(a)*.

**"Percentage"** means (a) as to a Member, the proportion (expressed as a percentage on *Exhibit 1*, as amended from time to time) that the number of Units of all classes held by a Member bears to the total number of Units of all classes issued and outstanding, and (b) as to an Interest Holder who is not a Member, the Percentage of the Member whose Interest has been acquired by such Interest Holder, to the extent the Interest Holder has succeeded to that Member's Interest.

**"Profit" and "Loss"** means, for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

(a) all items of income, gain, loss, deduction or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss;

Exhibit 2  
to  
Georgia Independent Telco Group, L.L.C.  
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(Page 4)

(b) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss;

(c) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss;

(d) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal tax purposes;

(e) in lieu of the depreciation, amortization or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and

(f) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to *Section 4* shall not be taken into account in computing Profit or Loss.

**"Regulation"** means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

**"Secretary"** means the Secretary of State of Georgia or the agent designated by him or her to perform any function vested in the Secretary by the Act.

**"Statement"** means the Company's Articles of Organization which has been executed and filed with the Secretary, and any amended or restated Articles of Organization.

**"Units"** has the meaning set forth in *Section 2.7*, and collectively refers to Class A Units, Class B Units and Class C Units, except when preceded by a reference to a certain Class in which case the reference is to that particular Class.

**Exhibit 2**  
**to**  
**Georgia Independent Telco Group, L.L.C.**  
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**(Page 4)**

(b) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss;

(c) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss;

(d) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal tax purposes;

(e) in lieu of the depreciation, amortization or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and

(f) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to *Section 4* shall not be taken into account in computing Profit or Loss.

**"Regulation"** means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

**"Secretary"** means the Secretary of State of Georgia or the agent designated by him or her to perform any function vested in the Secretary by the Act.

**"Statement"** means the Company's Articles of Organization which has been executed and filed with the Secretary, and any amended or restated Articles of Organization.

**"Units"** has the meaning set forth in *Section 2.7*, and collectively refers to Class A Units, Class B Units and Class C Units, except when preceded by a reference to a certain Class in which case the reference is to that particular Class.

**Exhibit 3.1**  
**to**  
**Georgia Independent Telco Group, L.L.C.**  
**Amended and Restated Limited Liability Company Operating Agreement**

<u>Member</u>	<u>Number of Class A Units</u>
AccuComm Telecommunications.....	255,000
Alma Telephone Company.....	452,569
Brantley Telephone Company.....	422,108
Bulloch County Rural Telephone Cooperative, Inc.....	247,081
Citizens Telephone Co., Inc.....	175,000
Coastal Utilities, Inc.....	452,569
ComSouth Corporation.....	405,284
The Darien Telephone Company, Inc.....	450,569
Ellijay Telephone Company.....	452,569
Hargray Holdings Corporation.....	405,284
Lintel, Inc.....	210,000
Pembroke Telephone Company.....	420,108
Pineland Cellular.....	465,733
Plant Telephone Company.....	420,108
Planters Rural Telephone Cooperative, Inc.....	247,081
Progressive Holding Co.....	452,569
Public Service Telephone Company.....	125,000
Ringgold Telephone Company.....	452,569
TriNet, Inc.....	125,000
Waverly Hall Telephone Company, Inc.....	110,400
Wilkes Telephone & Electric Company.....	452,569

**Exhibit 6.1**  
**to**  
**Georgia Independent Telco Group, L.L.C.**  
**Amended and Restated Limited Liability Company Operating Agreement**

**Management Committee**

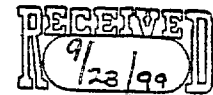
**Class A Members Managers**

Roger Futch  
Larry B. Houck  
Greg Davis  
Johnny Zoucks  
Marion Sharp  
Bill Errickson  
Council Mitchell  
Ed Mullis  
Michael Shepard

**Class B Members Manager**

None

USCARRIER TELECOM, LLC  
AMENDMENT NO. 1 TO AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY OPERATING AGREEMENT



THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT ("Amendment") is made and entered into effective as of September 30, 1999 ("Effective Date"), by and among the Entities listed on the signature page to this Amendment and USCarrier Telecom, LLC, a Georgia limited liability company ("Company"). Individually, these Entities are each Class A Members of the Company.

**RECITAL**

**WHEREAS**, the parties have entered into and executed, and now desire to amend, that certain Amended and Restated Limited Liability Company Operating Agreement of Company ("Agreement") dated April 30, 1999, setting forth circumstances under which a Class A Member may be withdrawn;

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendment to Agreement

- (A) Section 5.2(d) is hereby amended by adding after the word "budget" in the last line of the following:  
  
"and (6) the withdrawal of a Class A Member pursuant to the second sentence of Section 8.1(a)."
- (B) Section 7.1 is hereby amended by adding the following new subsection k:  
  
"(k) Notwithstanding any other provision to the contrary in this Section 7, an exchange pursuant to a withdrawal described in Section 8.1 with respect to the Class A Interest of a Class A Member shall be governed solely by the provisions of Section 8 and not Section 7."
- (C) Section 8.1(a) is hereby amended by adding the following second sentence:  
  
"The Class A Members, at any time, from time to time, for any reason and upon the requisite vote described in Section 5.2(d)(6), may withdraw the Class A Interest of a Class A Member, in whole or in part, and the Company shall pay the amount described in Section 8.1(f)."
- (D) Section 8.1(f) is hereby amended by deleting the words "upon the" before the word "thereafter" in the last line.
- (E) Section 8.2(b) is hereby amended by (i) deleting the words "and the Company shall establish the withdrawing Member's Interest as of the date as provided in Section 8.1" after the word "withdrawal" in the second line, and (ii) changing the reference from "this Section 8" to "Section 8.1" in the last line.
- (F) Section 11.5(a) is hereby amended by adding the words "or the withdrawal of a Class A Member" after the word "Affiliates".

2. Miscellaneous. This Amendment (a) is hereby made supplemental to and a part of the Agreement and, except as expressly amended by this Amendment, the Agreement is in all respects ratified and confirmed and all terms, conditions and provisions thereof shall remain in full force and effect, (b) shall be governed in all respects in accordance with Section 11.9 of the Agreement and (c) may be executed in counterparts pursuant to Section 11.12 of the Agreement. Capitalized terms used in this Amendment and not otherwise defined are used with the meanings given them in the Agreement.

IN WITNESS WHEREOF, the parties have executed, or caused this Amendment No. 1 to be executed, as of the Effective Date to evidence their approval with and to this Amendment No. 1.

**AccuComm Telecommunications**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Brantley Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Citizens Telephone Co., Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ComSouth Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Ellijay Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Lintel, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pineland Cellular**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Planters Rural Telephone Cooperative, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Alma Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Bulloch Cellular, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Coastal Utilities, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**The Darien Telephone Company, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Hargray Holdings Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

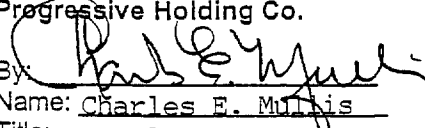
**Pembroke Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Plant Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Progressive Holding Co.**

By:   
Name: Charles E. Mullis  
Title: General Manager



*Signature Page to USCarrier Telecom, LLC Amendment No. 1 to Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date to evidence their approval with and to this Amendment No. 1 (continued).*

**Public Service Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Ringgold Telephone Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TriNet, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Waverly Hall Telephone Company, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Wilkes Telephone & Electric Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**USCarrier Telecom, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## PROXY

**THE UNDERSIGNED MEMBER** entitled to exercise the voting rights as a record member of USCarrier Telecom, LLC (USC) a limited liability company organized and existing under the laws of the State of Georgia, hereby revokes any and all proxies either given by the undersigned or dated before the date of this Proxy and names, constitutes and appoints Jeff Bell and Larry Houck, proxies for the undersigned with full power of substitution, to vote the Class A Units of USC owned by the undersigned at the Special Meeting of the Members (Meeting) to be held at Hargray Holdings Corp., 856 William Hilton Parkway, Hilton Head, South Carolina, on September 30, 1999 at 10 am, local time, and at any adjournment or adjournments thereof:

1. Proposal to approve and to adopt Amendment No. 1 to the Amended and Restated Limited Liability Company Operating Agreement (Amendment), in substantially the same form as annexed to the September 16, 1999 notice of the Meeting (Notice), with such changes as the proxies shall approve in their sole discretion.

  x   FOR                             AGAINST                             ABSTAIN

2. Subject to the approval of the Amendment, the proposal to withdraw the Class A Interest of TriNet, Inc. in accordance with the Amendment.

  x   FOR                             AGAINST                             ABSTAIN

3. In their discretion, the proxies are authorized to vote upon such other business as may properly come before the Meeting.

This Proxy will be voted as specified by the undersigned. Unless otherwise specified, a signed proxy will be voted FOR the proposal. The undersigned acknowledges receipt with this Proxy of a copy of the Notice and attachments describing more fully the proposal set forth herein.

Date: September 21, 1999

Progressive Holding Co.

Name of Member

By:

Robert E. Houck

Title: General Manager

Filed with the Secretary  
this 23<sup>rd</sup> day of September, 1999.

Johnny Zoucks  
Johnny Zoucks, Secretary

**EXHIBIT G**

**ABBREVIATED RESUME OF CHIEF OPERATING OFFICER  
AND DIVISION DIRECTORS**

## **EXHIBIT G**

### **US CARRIER TELECOM, LLC CHIEF OPERATING OFFICER AND DIVISION DIRECTORS**

USCarrier's daily operations are managed by its **Chief Operating Officer, Joseph C. Hensley**, at the direction of the Management Committee. Mr. Hensley has been associated with USCarrier since its inception in 1997. He acted as a consultant to the Company until January 1, 2000, when he was employed as Chief Financial Officer. Mr. Hensley was appointed General Manager of the company in March 2000 and has since been named Chief Operating Officer. Prior to his employment with USCarrier, Mr. Hensley was managing partner of Hensley, Land & Associates, P.C., a certified public accounting firm in Ellijay, Georgia, where he focused on consulting for start-up companies, financial and capital planning, and general corporate consulting. He also has served as Assistant Secretary and Director of Appalachian Bancshares, Inc. and Gilmer County Bank since 1996. In addition to Mr. Hensley, USCarrier has assembled the following key personnel to run the company's day-to-day operations:

**Pedro Ferreria** has been employed with USCarrier since April 15, 2001 as **Director of Network Operations and Engineering**. Mr. Ferreria has responsibility for Engineering, Provisioning and Network Operations. Mr. Ferreria has a B.S. in Electrical Engineering from the College of Engineering at Rutgers University, New Brunswick, New Jersey. Prior to his appointment with USCarrier, Mr. Ferreria was employed as a consultant designing and providing technical specifications for network architectures. As part of his consulting work, he worked with USCarrier to develop and implement an Internet product.

**Ronald G. Morrison** has served as **Director of Sales & Marketing** for USCarrier since 1998. Prior to Mr. Morrison's employment with USCarrier, he was with AT&T for thirty years in operations, sales, technical support, contract negotiations, relationship management and staff management serving both U.S. and international companies.

**Judith Wallace** has been employed by USCarrier since May 1999 and currently serves as **Director of Human Resources and Investor Relations**. Ms. Wallace was previously employed by AT&T and served in various capacities, including South Central Associate Manager, Accounting Regulatory, Southern Region Branch Operations Manager, Contract Negotiations, Executive Staff Support, Sales and Technical Support and Project Management.

**Robert Warrington** has been employed by USCarrier since August 1999 as Manager of Tariff and Regulatory Affairs and then as **Director of Finance and Legal Affairs**. Mr. Warrington has responsibilities in contractual and legal affairs, and regulatory and financial matters. Mr. Warrington has over twenty-five years of experience in the telecommunications industry. Prior to his employment with USCarrier, Mr. Warrington was Director of Telecommunications Public Policy and Regulatory Solutions with Telecordia Technologies, Inc. Mr. Warrington has also practiced law with a specialty in business start-ups and estate planning.

**USCARRIER TELECOM, LLC**

**AMENDMENT NO. 2 TO AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

**THIS AMENDMENT NO. 2 TO THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT** ("Amendment") is made and entered into effective as of March 14, 2001 ("Effective Date"), by and among the Entities listed on the signature page to this Amendment and USCarrier Telecom, LLC, a Georgia limited liability company ("Company"). Individually, these Entities are each Class A Members of the Company.

**RECITAL**

**WHEREAS**, the parties have entered into and executed, and now desire to amend, that certain Amended and Restated Limited Liability Company Operating Agreement of Company ("Agreement") dated April 30, 1999, setting forth additional rights of Class B and Class C Units;

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendment to Agreement

(A) Section 2.9 is hereby deleted in its entirety and replaced with the following:

**2.9 Class C Units Rights, Preferences, Privileges, and Restriction.**

- (a) Class C Units shall not have any voting rights except as described in Section 5.2(f);
- (b) Class C Units shall not be convertible into any other class;
- (c) In the event the Company converts from a limited liability company to a corporation, by virtue of any type of transaction, the Class C Units shall be converted into the same class of securities as the Class A Units;
- (d) The Class C Units shall be transferable to a third party subject to the Class C Right of First Refusal in Section 7.3.
- (e) Pursuant to Section 4.3, Class C Unit holders shall be entitled to distributions on a pro-rata basis with all classes.
- (f) Subject to Section 5.2(f) and the receipt of any necessary consents from all regulatory authorities having jurisdiction over the Company, the management Committee has the authority to amend this Agreement and fix the privileges, preferences, limitations, and relative rights of the Class C Units not otherwise set forth in this Agreement. The aforesaid authority of the Management Committee includes, but is not limited to, the authority to amend this Agreement to specify any or all of the following as to the Class C Units:
  - (i) Whether the number of authorized number of Class C Units may be increased or decreased by the Management Committee;
  - (ii) Whether the Class C Units shall be convertible into any other series of the same class; and
  - (iii) Any other privileges, preferences, limitations, and rights not inconsistent with this Agreement or

contrary to the Act.

(B) Section 5.2 is hereby amended by adding the following new subsections (g) and (h):

"(g) Notwithstanding anything else contained herein to the contrary, in no event shall the Class B Members or the Class C Members have any right to vote on or approve, pursuant to Section 5.2(e) or Section 5.2(f) or otherwise, any of the following transactions, and the Class B Members and the Class C Members hereby consent to and agree to be bound by the terms of any of such transactions:

- (i) the merger or consolidation of the Company with or into any other entity;
- (ii) the liquidation or dissolution of the Company;
- (iii) the sale, exchange or contribution of all or substantially all of the assets of the Company to any other person or entity; or
- (iv) a plan of reorganization or exchange which calls for the Members to sell, exchange or contribute their Units, or the assets of the Company held by such Members immediately following a dissolution of the Company, to any other person or entity.

(h) No Class B Member or Class C Member may assert dissenters' rights with respect to any of the actions described in Section 5.2(g) of this Agreement or in Section 14-11-1002 of the Act."

(C) Section 6.3 is hereby amended by adding the words "except to the extent provided in Section 5.2(g)," after the word "Agreement," in the first line.

(D) Section 7.3 is hereby deleted in its entirety and replaced with the following:

**7.3 Class C Member Limitation on Transfer; Class C Right of First Refusal.**

Except as described in Section 2.9, Section 8, or this Section 7.3, there shall be no sale, transfer, assignment or exchange of the whole or any portion of any Class C Member's Class C Interests. A Class C Member may transfer the Class C Units to a third party if such transfer is made in accordance with the following terms and conditions:

(a) Such Class C Member (the "Selling Class C Member") must first give written notice to the Company. Said notice (the "Class C Offer Notice") must contain a full description of the proposed transfer, including information on the total number of Class C Units to be transferred, the purchase price of the proposed transfer and any other terms and conditions associated with such transfer. The Class C Offer Notice will constitute the Selling Class C Member's offer to sell all of such offered Class C Units to the Company.

(b) The Company may accept the Class C Offer Notice within thirty (30) days after the Company's receipt of the Class C Offer Notice by delivering a written notice to the Selling Class C Member that indicates the Company's acceptance of the offer to purchase all (but not less than all) of the offered Class C Units on the terms and conditions set forth in the Class C Offer Notice.

(c) If the Company accepts the Selling Class C Member's offer in accordance with Section 7.3(b), then the closing will take place within thirty (30) days after the Selling Class C Member's receipt of such acceptance. At the closing, the Selling Class C Member will deliver to the Company any certificates in existence representing the offered Class C Units, together with such other documents as the Company may reasonably request in order to fully transfer all right, title and interest to and in the offered Class C Units. Upon presentment of such certificates and other documents, the Company will pay the purchase price set forth in the Class C Offer Notice.

(d) If the Company does not accept the Selling Class C Member's offer as to all of the offered Class C Units in accordance with Section 7.3(b), then the Selling Class C Member will have until ninety (90) days after the expiration of the Offer Notice under Section 7.3(b) to transfer all (but not less than all) of the offered Class C Units to a third party on terms and conditions and for a purchase price no more favorable to such third party than

the terms and conditions and purchase price set forth in the Offer Notice. After such ninety (90) day period the Selling Class C Member's right to transfer such Class C Units under this Section 7.3(d) will expire and the Selling Class C Member must comply with Section 7.3(a) again prior to transferring the Class C Units to a third party.

2. **Miscellaneous.** This Amendment (a) is hereby made supplemental to and a part of the Agreement and, except as expressly amended by this Amendment, the Agreement is in all respects ratified and confirmed and all terms, conditions and provisions thereof shall remain in full force and effect, (b) shall be governed in all respects in accordance with Section 11.9 of the Agreement and (c) may be executed in counterparts pursuant to Section 11.12 of the Agreement. Capitalized terms used in this Amendment and not otherwise defined are used with the meanings given them in the Agreement.

**IN WITNESS WHEREOF**, the parties have executed, or caused this Amendment No. 2 to be executed, as of the Effective Date to evidence their approval with and to this Amendment No. 2.

AccuComm Telecommunications, Inc.

Alma Telephone Company, Inc.

By:  
Name:  
Title:

By:  
Name:  
Title:

Brantley Telephone Company, Inc.

Bulloch Cellular, Inc.

By:  
Name:  
Title:

By:  
Name:  
Title:

Citizens Telephone Co., Inc.

Coastal Utilities, Inc.

By:  
Name:  
Title:

By:  
Name:  
Title:

ComSouth Corporation  
Company, Inc.

The Darien Telephone

By:  
Name:  
Title:

By: *Mary Lou Chapman*  
Name: *Mary Lou Chapman*  
Title: *President*



the terms and conditions and purchase price set forth in the Offer Notice. After such ninety (90) day period the Selling Class C Member's right to transfer such Class C Units under this Section 7.3(d) will expire and the Selling Class C Member must comply with Section 7.3(a) again prior to transferring the Class C Units to a third party.

2. **Miscellaneous.** This Amendment (a) is hereby made supplemental to and a part of the Agreement and, except as expressly amended by this Amendment, the Agreement is in all respects ratified and confirmed and all terms, conditions and provisions thereof shall remain in full force and effect, (b) shall be governed in all respects in accordance with Section 11.9 of the Agreement and (c) may be executed in counterparts pursuant to Section 11.12 of the Agreement. Capitalized terms used in this Amendment and not otherwise defined are used with the meanings given them in the Agreement.

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AccuComm Telecommunications, Inc.

Alma Telephone Company, Inc.

By:  
Name:  
Title:

By:  
Name:  
Title:

Brantley Telephone Company, Inc.

Bulloch Cellular, Inc.

By:  
Name:  
Title:

By:  
Name:  
Title:

Citizens Telephone Co., Inc.

Coastal Utilities, Inc.

By:  
Name:  
Title:

By:  
Name:  
Title:

ComSouth Corporation  
Company, Inc.

The Darien Telephone

By:  
Name:  
Title:

*Robert W. Hry*  
*Robert W. Hryger*  
*President*

By:  
Name:  
Title:

the terms and conditions and purchase price set forth in the Offer Notice. After such ninety (90) day period the Selling Class C Member's right to transfer such Class C Units under this Section 7.3(d) will expire and the Selling Class C Member must comply with Section 7.3(a) again prior to transferring the Class C Units to a third party.

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AccuComm Telecommunications, Inc.

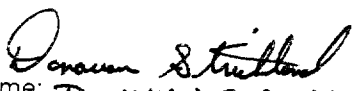
Alma Telephone Company, Inc.

By:  
Name:  
Title:

By:  
Name:  
Title:

Brantley Telephone Company, Inc.

Bulloch Cellular, Inc.

By:   
Name: **DONOVAN STRICKLAND**  
Title: **Vice President**

By:  
Name:  
Title:

Citizens Telephone Co., Inc.

Coastal Utilities, Inc.

By:  
Name:  
Title:

By:  
Name:  
Title:

ComSouth Corporation  
Company, Inc.

The Darien Telephone

By:  
Name:  
Title:

By:  
Name:  
Title:

C Units in accordance with Section 7.3(b), then the Selling Class C Member will have until ninety (90) days after the expiration of the Offer Notice under Section 7.3(b) to transfer all (but not less than all) of the offered Class C Units to a third party on terms and conditions and for a purchase price no more favorable to such third party than the terms and conditions and purchase price set forth in the Offer Notice. After such ninety (90) day period the Selling Class C Member's right to transfer such Class C Units under this Section 7.3(d) will expire and the Selling Class C Member must comply with Section 7.3(a) again prior to transferring the Class C Units to a third party.

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AccuComm Telecommunications, Inc.

Alma Telephone Company, Inc.

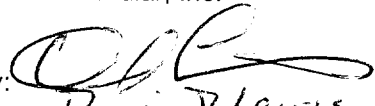
By:  
Name:  
Title:

By:  
Name:  
Title:

Brantley Telephone Company, Inc.


Bulloch Cellular, Inc.

By:  
Name:  
Title:

By:   
Name: *Dennis D. Lewis*  
Title: *General Manager*

Citizens Telephone Co., Inc.

Coastal Utilities, Inc.

By:   
Name: *Romy Chapman*  
Title: *Executive Vice President*

By:  
Name:  
Title:

ComSouth Corporation  
Company, Inc.

The Darien Telephone

By:  
Name:  
Title:

By:  
Name:  
Title:

the terms and conditions and purchase price set forth in the Offer Notice. After such ninety (90) day period the Selling Class C Member's right to transfer such Class C Units under this Section 7.3(d) will expire and the Selling Class C Member must comply with Section 7.3(a) again prior to transferring the Class C Units to a third party.


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AccuComm Telecommunications, Inc.

Alma Telephone Company, Inc.

By:  
Name:  
Title:

By:   
Name: GREG DAVIS  
Title: V.P.

Brantley Telephone Company, Inc.

Bulloch Cellular, Inc.

By:  
Name:  
Title:

By:  
Name:  
Title:

Citizens Telephone Co., Inc.

Coastal Utilities, Inc.

By:  
Name:  
Title:

By:  
Name:  
Title:

ComSouth Corporation  
Company, Inc.

The Darien Telephone

By:  
Name:  
Title:

By:  
Name:  
Title:

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AccuComm Telecommunications, Inc.

Alma Telephone Company, Inc.

By:  
Name:  
Title:

By:  
Name:  
Title:

Brantley Telephone Company, Inc.

Bulloch Cellular, Inc.

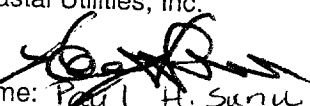
By:  
Name:  
Title:

By:  
Name:  
Title:

Citizens Telephone Co., Inc.

Coastal Utilities, Inc.

By:  
Name:  
Title:

By:   
Name: Paul H. Suru  
Title: Executive Vice President

ComSouth Corporation  
Company, Inc.

The Darien Telephone

By:  
Name:  
Title:

By:  
Name:  
Title:

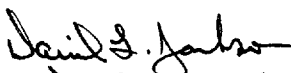
the terms and conditions and purchase price set forth in the Offer Notice. After such ninety (90) day period the Selling Class C Member's right to transfer such Class C Units under this Section 7.3(d) will expire and the Selling Class C Member must comply with Section 7.3(a) again prior to transferring the Class C Units to a third party.

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**IN WITNESS WHEREOF**, the parties have executed, or caused this Amendment No. 2 to be executed, as of the Effective Date to evidence their approval with and to this Amendment No. 2.

AccuComm Telecommunications, Inc.

Alma Telephone Company, Inc.

By:   
Name: DAVID E. JACKSON  
Title: General Manager

By:  
Name:  
Title:

Brantley Telephone Company, Inc.

Bulloch Cellular, Inc.

By:  
Name:  
Title:

By:  
Name:  
Title:

Citizens Telephone Co., Inc.

Coastal Utilities, Inc.

By:  
Name:  
Title:

By:  
Name:  
Title:

ComSouth Corporation  
Company, Inc.


The Darien Telephone

By:  
Name:  
Title:

By:  
Name:  
Title:

*Signature Page to USCarrier Telecom, LLC Amendment No. 2 to Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date to evidence their approval with and to this Amendment No.2 (continued).*

Ellijay Telephone Company

By:   
Name: Roger Futch  
Title: Exec.VP/C00

Lintel, Inc.

By:  
Name:  
Title:

Pineland Cellular

By:  
Name:  
Title:

Planters Rural Telephone Cooperative, Inc.  
Name:  
Title:

Public Service Telephone Company

By:  
Name:  
Title:

Waverly Hall Telephone Company, Inc.

By:  
Name:  
Title:

Hargray Holdings Corporation

By:  
Name:  
Title:

Pembroke Telephone Company

By:  
Name:  
Title:

Plant Telephone Company

By:  
Name:  
Title:

Progressive Holding Co.  
Name:  
Title:

Ringgold Telephone Company

By:  
Name:  
Title:

Dycom Holding, Inc.

By:  
Name:  
Title:

*Signature Page to USCarrier Telecom, LLC Amendment No. 2 to Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date to evidence their approval with and to this Amendment No.2 (continued).*

Ellijay Telephone Company

By:  
Name:  
Title:

Lintel, Inc.

By: *Randy Daniel*  
Name: *RANDY DANIEL*  
Title: *CFO*

Pineland Cellular

By:  
Name:  
Title:

Planters Rural Telephone Cooperative, Inc.  
Name:  
Title:

Public Service Telephone Company

By:  
Name:  
Title:

Waverly Hall Telephone Company, Inc.

By:  
Name:  
Title:

Hargray Holdings Corporation

By:  
Name:  
Title:

Pembroke Telephone Company

By:  
Name:  
Title:

Plant Telephone Company

By:  
Name:  
Title:

Progressive Holding Co.  
Name:  
Title:

Ringgold Telephone Company

By:  
Name:  
Title:

Dycom Holding, Inc.

By:  
Name:  
Title:




*Signature Page to USCarrier Telecom, LLC Amendment No. 2 to Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date to evidence their approval with and to this Amendment No.2 (continued).*

Ellijay Telephone Company

By:  
Name:  
Title:

Lintel, Inc.

By:  
Name:  
Title:

  
Name: Michael P. McTernan  
Title: EVP

Pineland Cellular

By:  
Name:  
Title:

Planters Rural Telephone Cooperative, Inc.

Name:  
Title:

Public Service Telephone Company

By:  
Name:  
Title:

Waverly Hall Telephone Company, Inc.

By:  
Name:  
Title:

Hargray Holdings Corporation

By:  
Name:  
Title:

Pembroke Telephone Company

By:  
Name:  
Title:

Piant Telephone Company

By:  
Name:  
Title:

Progressive Holding Co.

Name:  
Title:

Ringgold Telephone Company

By:  
Name:  
Title:

Dycom Holding, Inc.

By:  
Name:  
Title:

*Signature Page to USCarrier Telecom, LLC Amendment No. 2 to Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date to evidence their approval with and to this Amendment No.2 (continued).*

Ellijay Telephone Company

By:  
Name:  
Title:

Lintel, Inc.

By:  
Name:  
Title:

Pineland Cellular

By:  
Name:  
Title:

Planters Rural Telephone Cooperative, Inc.  
Name:  
Title:

Public Service Telephone Company

By:  
Name:  
Title:

Waverly Hall Telephone Company, Inc.

By:  
Name:  
Title:

Hargray Holdings Corporation

By:  
Name:  
Title:

Pembroke Telephone Company

By:  
Name:  
Title:

Plant Telephone Company

By:  
Name:  
Title:

Progressive Holding Co.  
Name: *Wayne Oyer*  
Title: General Manager

Ringgold Telephone Company

By:  
Name:  
Title:

Dycom Holding, Inc.

By:  
Name:  
Title:

*Signature Page to USCarrier Telecom, LLC Amendment No. 2 to Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date to evidence their approval with and to this Amendment No.2 (continued).*

Ellijay Telephone Company

By:  
Name:  
Title:

Lintel, Inc.

By:  
Name:  
Title:

Pineland Cellular

By:  
Name:  
Title:

Planters Rural Telephone Cooperative, Inc.  
Name:  
Title:

Public Service Telephone Company

By:  
Name:  
Title:

Waverly Hall Telephone Company, Inc.

By:  
Name:  
Title:

Hargray Holdings Corporation

By:  
Name:  
Title:

Pembroke Telephone Company

By:  
Name:  
Title:

Plant Telephone Company

By:  
Name:  
Title:

Progressive Holding Co.  
Name:  
Title:

Ringgold Telephone Company

By:  
Name:  
Title:

Dycom Holding, Inc.

By: *Larry B. Huck*  
Name: *LARRY B. HUCK*  
Title: *Vice President*

*Signature Page to USCarrier Telecom, LLC Amendment No. 2 to Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date to evidence their approval with and to this Amendment No.2 (continued).*

Ellijay Telephone Company

By:  
Name:  
Title:

Lintel, Inc.

By:  
Name:  
Title:

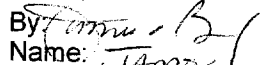
Pineland Cellular

By:  
Name:  
Title:

Planters Rural Telephone Cooperative, Inc.

Name:  
Title:

Public Service Telephone Company

By:   
Name: JAMES L. BOND  
Title: Treasurer

Waverly Hall Telephone Company, Inc.

By:  
Name:  
Title:

Hargray Holdings Corporation

By:  
Name:  
Title:

Pembroke Telephone Company

By:  
Name:  
Title:

Plant Telephone Company

By:  
Name:  
Title:

Progressive Holding Co.

Name:  
Title:

Ringgold Telephone Company

By:  
Name:  
Title:

Dycom Holding, Inc.

By:  
Name:  
Title:

Signature Page to USCarrier Telecom, LLC Amendment No. 2 to Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date to evidence their approval with and to this Amendment No.2 (continued).

Ellijay Telephone Company

By:  
Name:  
Title:

Lintel, Inc.

By:  
Name:  
Title:

Pineland Cellular

By:  
Name:  
Title:

Planters Rural Telephone Cooperative, Inc.

Name:  
Title:

Public Service Telephone Company

By:  
Name:  
Title:

Waverly Hall Telephone Company, Inc.

By:  
Name:  
Title:

Hargray Holdings Corporation

By:  
Name:  
Title:

Pembroke Telephone Company

By: *James Reeves*  
Name: *JAMES REEVES*  
Title: *OPERATIONS MANAGER*

Plant Telephone Company

By:  
Name:  
Title:

Progressive Holding Co.

Name:  
Title:

Ringgold Telephone Company

By:  
Name:  
Title:

Dycom Holding, Inc.

By:  
Name:  
Title:

*Signature Page to USCarrier Telecom, LLC Amendment No. 2 to Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date to evidence their approval with and to this Amendment No.2 (continued).*

Elijay Telephone Company

By:  
Name:  
Title:

Lintel, Inc.

By:  
Name:  
Title:

Pineland Cellular

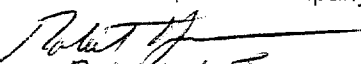
By:  
Name:  
Title:

Planters Rural Telephone Cooperative, Inc.  
Name:  
Title:

Public Service Telephone Company

By:  
Name:  
Title:

Waverly Hall Telephone Company, Inc.

By:   
Name: Robert L. Jones  
Title: Vice Pres.

Hargray Holdings Corporation

By:  
Name:  
Title:

Pembroke Telephone Company

By:  
Name:  
Title:

Plant Telephone Company

By:  
Name:  
Title:

Progressive Holding Co.  
Name:  
Title:

Ringgold Telephone Company

By:  
Name:  
Title:

Dycom Holding, Inc.

By:  
Name:  
Title:

*Signature Page to USCarrier Telecom, LLC Amendment No. 2 to Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date to evidence their approval with and to this Amendment No.2 (continued).*

Ellijay Telephone Company

By:  
Name:  
Title:

Lintel, Inc.

By:  
Name:  
Title:

Pineland Cellular

By:  
Name:  
Title:

Planters Rural Telephone Cooperative, Inc.

Name: *Frederick F. Fudge*  
Title: *U. Mgr.*

Public Service Telephone Company

By:  
Name:  
Title:

Waverly Hall Telephone Company, Inc.

By:  
Name:  
Title:

Hargray Holdings Corporation

By:  
Name:  
Title:

Pembroke Telephone Company

By:  
Name:  
Title:

Plant Telephone Company

By:  
Name:  
Title:

Progressive Holding Co.

Name:  
Title:

Ringgold Telephone Company

By:  
Name:  
Title:

Dycom Holding, Inc.

By:  
Name:  
Title:

*Signature Page to USCarrier Telecom, LLC Amendment No. 2 to Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date to evidence their approval with and to this Amendment No. 2 (continued).*

Ellijay Telephone Company

By:  
Name:  
Title:

Lintel, Inc.

By:  
Name:  
Title:

Pineland Cellular

By:  
Name:  
Title:

Planters Rural Telephone Cooperative, Inc.  
Name:  
Title:

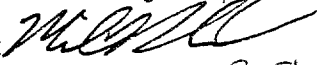
Public Service Telephone Company

By:  
Name:  
Title:

Waverly Hall Telephone Company, Inc.

By:  
Name:  
Title:

Hargray Holdings Corporation

By:   
Name: Michael R. Shepard  
Title: Senior Vice President

Pembroke Telephone Company

By:  
Name:  
Title:

Plant Telephone Company

By:  
Name:  
Title:

Progressive Holding Co.  
Name:  
Title:

Ringgold Telephone Company

By:  
Name:  
Title:

Dycom Holding, Inc.

By:  
Name:  
Title:



*Signature Page to USCarrier Telecom, LLC Amendment No. 2 to Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date to evidence their approval with and to this Amendment No.2 (continued).*

Ellijay Telephone Company

By:  
Name:  
Title:

Lintel, Inc.

By:  
Name:  
Title:

Pineland Cellular

By:  
Name:  
Title:

Planters Rural Telephone Cooperative, Inc.  
Name:  
Title:

Public Service Telephone Company

By:  
Name:  
Title:

Waverly Hall Telephone Company, Inc.

By:  
Name:  
Title:

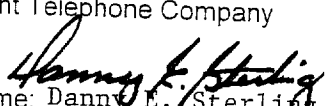
Hargray Holdings Corporation

By:  
Name:  
Title:

Pembroke Telephone Company

By:  
Name:  
Title:

Plant Telephone Company

By:   
Name: Danny F. Sterling  
Title: President & General Manager

Progressive Holding Co.  
Name:  
Title:

Ringgold Telephone Company

By:  
Name:  
Title:

Dycom Holding, Inc.

By:  
Name:  
Title:

*Signature Page to USCarrier Telecom, LLC Amendment No. 2 to Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date to evidence their approval with and to this Amendment No. 2 (continued).*

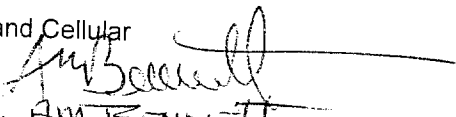
Ellijay Telephone Company

By:  
Name:  
Title:

Lintel, Inc.

By:  
Name:  
Title:

Pineland Cellular

By:   
Name: AM BENNETT  
Title: EXEC VICE PRES.

Planters Rural Telephone Cooperative, Inc.  
Name:  
Title:

Public Service Telephone Company

By:  
Name:  
Title:

Waverly Hall Telephone Company, Inc.

By:  
Name:  
Title:

Hargray Holdings Corporation

By:  
Name:  
Title:

Pembroke Telephone Company

By:  
Name:  
Title:

Plant Telephone Company

By:  
Name:  
Title:

Progressive Holding Co.

Name:  
Title:

Ringgold Telephone Company

By:  
Name:  
Title:

Dycom Holding, Inc.

By:  
Name:  
Title:

Signature Page to USCarrier Telecom, LLC Amendment No. 2 to Amended and Restated Limited Liability Company Operating Agreement executed as of the Effective Date to evidence their approval with and to this Amendment No.2 (continued).

Ellijay Telephone Company

By:  
Name:  
Title:

Lintel, Inc.

By:  
Name:  
Title:

Pineland Cellular

By:  
Name:  
Title:

Planters Rural Telephone Cooperative, Inc.

Name:  
Title:

Public Service Telephone Company

By:  
Name:  
Title:

Waverly Hall Telephone Company, Inc.

By:  
Name:  
Title:

Hargray Holdings Corporation

By:  
Name:  
Title:

Pembroke Telephone Company

By:  
Name:  
Title:


Plant Telephone Company

By:  
Name:  
Title:

Progressive Holding Co.

Name:  
Title:

Ringgold Telephone Company

By:   
Name: WILLIAM H. EDLER  
Title: DIRECTOR BUSINESS DEVELOPMENT

Dycom Holding, Inc.

By:  
Name:  
Title:

**EXHIBIT E**

**COPY OF CERTIFICATE OF AUTHORITY  
TO TRANSACT BUSINESS IN STATE**

**Secretary of State**

**Corporations Section**

**James K. Folk Building, Suite 1800**

**Nashville, Tennessee 37243-0306**

DATE: 05/04/00  
REQUEST NUMBER: 3902-0304  
TELEPHONE CONTACT: (615) 741-2286  
FILE DATE/TIME: 05/04/00 0945  
EFFECTIVE DATE/TIME: 05/04/00 0945  
CONTROL NUMBER: 0389004

TO:  
USCARRIER TELECOM, LLC  
100 GALLERIA PKWY  
SUITE 200  
ATLANTA, GA 30339

RE:  
USCARRIER TELECOM, LLC  
APPLICATION FOR CERTIFICATE OF AUTHORITY -  
LIMITED LIABILITY COMPANY

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED LIMITED LIABILITY COMPANY  
CERTIFICATE OF AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED  
ABOVE.

A LIMITED LIABILITY COMPANY ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF  
STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE  
LIMITED LIABILITY COMPANY'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN  
ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION. THIS OFFICE  
WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE LIMITED  
LIABILITY COMPANY AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING  
ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO  
MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE LIMITED LIABILITY  
COMPANY TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE  
REFER TO THE LIMITED LIABILITY COMPANY CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -  
LIMITED LIABILITY COMPANY

ON DATE: 04/20/00

FROM:  
US CARRIER TELECOM, LLC  
100 GALLERIA PKWY  
SUITE 200  
ATLANTA, GA 30339-0000

FEES  
RECEIVED: \$1,000.00 \$0.00  
TOTAL PAYMENT RECEIVED: \$1,000.00  
RECEIPT NUMBER: 00002677626  
ACCOUNT NUMBER: 00338334



*Riley C. Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE

State of Tennessee



Department of State  
Corporation Section  
18th Floor, James K. Polk Building  
Nashville, TN 37243-0306

APPLICATION FOR  
CERTIFICATE OF AUTHORITY

RECEIVED

For Office Use Only

COMM -4 AM 9:45

SECRETARY OF STATE

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR:

FILED

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of § 48-246-301 of the Tennessee Limited Liability Company Act, the undersigned hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the Limited Liability Company is: USCarrier Telecom, LLC

If different, the name under which the certificate of authority is to be obtained is:

NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign Limited Liability Company if its name does not comply with the requirements of § 48-207-101 of the Tennessee Limited Liability Company Act. If obtaining a certificate of authority under an assumed Limited Liability Company name, an application must be filed pursuant to § 48-207-101(d).

2. The state or country under whose law it is formed is: Georgia

3. The date of its organization is: June 16, 1997 (must be month, day and year)

4. The complete street address (including zip code) of its principal office is:

100 Galleria Parkway, Suite 200 Atlanta, GA 30339  
Street City/State Zip Code

5. The complete street address (including the county and the zip code) of its registered office in Tennessee:

500 Tallan Building, Two Union Square Chattanooga, TN 37402-2571  
Street City/State County Zip Code

The name of its registered agent at that office is: Corporation Service Company

6. The number of members at the date of filing 20

7. If the limited liability company commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) N/A

NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under whose law it is organized. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.

May 1, 2000

Signature Date

General Manager

Signer's Capacity

USCarrier Telecom, LLC

Name of Limited Liability Company

Signature

Joseph Hensley

**EXHIBIT F**

**BIOGRAPHICAL DESCRIPTION OF  
MANAGEMENT COMMITTEE, INCLUDING OFFICERS**

## **EXHIBIT F**

### **USCARRIER TELECOM, LLC MANAGEMENT COMMITTEE MEMBER ADDRESSES AND BIOGRAPHICAL SKETCHES**

The Management Committee is elected by the USCarrier membership annually, and these individuals are solely responsible for approving certain matters in accordance with USCarrier's Operating Agreement. Nine persons sit on the Management Committee. Each of these individuals is a senior-level executive with a Member company. Four of the Management Committee members serve as USCarrier's officers (Chairman and President, Vice-Chairman, Treasurer, and Secretary).

1. President and Chairman  
Johnny Zoucks  
Darien Telephone Company  
1011 North Way  
Darien, GA 31505  
Tel: (912) 437-7400  
Fax: (912) 437-3499

Johnny Zoucks serves as Chairman and President of the USCarrier Management Committee. Mr. Zoucks is currently Chief Operating Officer of Darien Telephone Company and was previously employed for twenty-two years as Controller, Accounting Manager, Accounting Supervisor, and Accountant of Coastal Utilities, Inc. in Hinesville, Georgia. Darien Telephone Company is a privately held company and Coastal Utilities is a wholly owned subsidiary of Madison River Communications of Mebane, North Carolina.

2. Vice-Chairman  
Greg Davis  
Alma Telephone Company, Inc.  
P.O. Box 2027  
101 Mercer Street  
Alma, GA 31510  
Tel: (912) 632-8603  
Fax: (912) 632-258

Greg Davis serves as Vice-Chairman of the USCarrier Management Committee. Mr. Davis currently serves as Vice-President of Operations with Alma Telephone Company, Inc. He



previously served as Manager of the Engineering Department of Hargray Telephone Company for seven years, where he oversaw construction of Network Switching and Transport and Outside Plant Distribution Systems, and served as Project Manager for various start-up business segments and international communications. Alma is a privately owned company.

3. Secretary  
Gordon M. Duff  
Plant Telephone Company, Inc.  
P.O. Box 187  
1703 U.S. Highway 82 West  
Tifton, GA 31793-0187  
Tel: (912) 382-4227  
Fax: (912) 382-6888

Gordon Duff serves as Secretary of the USCarrier Management Committee. Mr. Duff is currently Secretary/Treasurer for Plant Telephone Company, Inc. and has been employed there approximately five years. Prior to his employment with Plant, Mr. Duff served Citizens Telephone Company as Executive Vice President. Mr. Duff was employed by Citizens for eighteen years. Plant is privately owned.

4. Treasurer  
Richard Price  
Pineland Cellular, Inc.  
P.O. Box 678  
30 S Rountree Street  
Metter, GA 30439-0678  
Tel: (912) 685-2121  
Fax: (912) 685-3539

Richard Price serves as Treasurer of the USCarrier Management Committee. He represents Pineland Cellular, Inc., which is a wholly owned subsidiary of Pineland Telephone Cooperative, Inc. Mr. Price has been employed by the Cooperative for five years as a Commercial Manager. Prior to Mr. Price's tenure with Pineland, he was employed with Frontier Communications as a Regional Manager for Technical Services.

Other Members of the Management Committee are:

5. Bill Errickson  
Ringgold Telephone Co.  
P.O. Box 869  
7449 Nashville Street  
Ringgold, GA 30736  
Tel: (706) 965-2345  
Tel: (423) 899-9268 ext. 611

Bill Errickson has been employed with Ringgold Telephone Company, located in Ringgold, Georgia for nine years. During this time, he has served as Director of Sales and Marketing, and had responsibility for commercial and internet services. Mr. Errickson is currently General Manager of Ringgold's subsidiary, RTC Communications, and has served on the Board of the Planning Committee for the company's PCS organization since its inception. Prior to joining Ringgold Telephone, Mr. Errickson has held positions with ITT, General Dynamics, and Northern Telecom. Ringgold is privately owned.

6. Roger Futch  
Ellijay Telephone Company  
P.O. Box 0  
36 Dalton Street  
Ellijay, GA 30540  
Tel: (706) 276-2271  
Fax: (706) 276-9888

Roger Futch has been employed by Ellijay Telephone Company for thirty-two years. For the past sixteen years, Mr. Futch has served as Network Manager, which has operational management and responsibility for the roll-out of Ellijay Telephone's local exchange operations. He now serves as Executive Vice-President and Chief Operating Officer of Ellijay Telephone as well as executive positions with affiliates. Prior to his employment with Ellijay Telephone, Mr. Futch worked with AT&T. Mr. Futch has served on various committees of the Georgia Telephone Association and is currently a Director and Member of the Executive Committee of the Georgia PCS Management, LLC. Mr. Futch also served as Treasurer of USCarrier from its inception until March 2000. Ellijay Telephone is privately owned.

7. Wayne Dixon  
Progressive Holding Company  
P.O. Box 98  
890 Simpson Avenue  
Rentz, GA 31075  
Tel: (912) 984-4201 ext. 21  
Fax: (912) 984-4205

Wayne Dixon has been employed with Progressive Rural Telephone Co-op, Inc. located in Rentz, GA for over twenty-six years. Mr. Dixon was appointed General Manager in February 2001. As General Manager, Mr. Dixon is responsible for the operations of the company and its affiliates. Mr. Dixon began his career with Progressive in Outside Plant and, prior to his promotion, was responsible for the Central Office operations.

8. Larry B. Houck  
Dycom Holding, Inc.  
107 East Liberty St.  
Washington, GA 30673  
Tel: (706) 678-9504

Larry B. Houck is currently Vice-President of Wilkes Telephone Company, Inc. and is responsible for the operations of the company and its affiliates. Prior to joining Wilkes, Mr. Houck was employed with Centel for more than twenty-three years in a variety of capacities and last served as Vice-President and Operating Officer for Centel's North Carolina Operations during 1984-1993. He represents Dycom Holding, Inc., the parent company of Wilkes Telephone and a privately owned company. Mr. Houck was Chairman and President of USCarrier from its inception until March, 2000.

9. James Reeves  
Pembroke Telephone Co., Inc.  
P.O. Box 10  
50 Church Street  
Pembroke, GA 31321  
Tel: (912) 653-4389  
Fax: (912) 653-2929

James Reeves is employed by Pembroke Telephone Company, Inc. as the Operations Manager. Prior to his employment with Pembroke Telephone, Mr. Reeves was employed with GTE for over thirty years. Pembroke Telephone is privately owned.

**EXHIBIT I**

**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS  
BUSINESS PARTICIPATION PLAN (TCA § 65-5-212)**

**USCARRIER TELECOM, LLC**

**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS**  
**BUSINESS PARTICIPATION PLAN**

Pursuant to T.C.A. §65-5-212, as amended, USCarrier Telecom, LLC (“USCarrier”) submits this small and minority-owned telecommunications business participation plan (the “Plan”) along with its Application for a Certificate to provide interexchange telecommunications services in Tennessee.

**I. PURPOSE**

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to telecommunications service providers. USCarrier is committed to the goals of §65-5-212 and to taking steps to support the participation of small and minority-owned telecommunications businesses in the telecommunications industry. USCarrier will endeavor to provide opportunities for small and minority-owned telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, USCarrier will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to USCarrier of such opportunities. Moreover, USCarrier will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

**II. DEFINITIONS**

*Minority-Owned Business.* Minority-owned business as defined in §65-5-212 shall mean a business which is solely owned, or at least fifty-one percent (51 %) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than \$4,000,000.

*Small Business.* Small Business shall mean a business with annual gross receipts of less than \$4,000,000.

### **III. ADMINISTRATION**

The USCarrier Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting USCarrier's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Robert Warrington  
Director of Finance & Legal Affairs  
USCarrier Telecom, LLC  
180 Interstate North Parkway, Suite 200  
Atlanta, Georgia 30339  
Telephone: 678-454-1400  
Facsimile: 678-454-1429

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports in any authorized surveys as required by the TRA.

- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
- (8) Providing information and educational activities to persons within USCarrier and training them to seek, encourage, and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce  
The Tennessee Department of Economic and Community Development  
Small Business Administration, Office of Minority Business  
The National Minority Supplier Development Counsel  
The National Association of Women Business Owners  
The National Association of Minority Contractors  
Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

USCarrier will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, USCarrier will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.



USCarrier will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, USCarrier will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

USCarrier Telecom, LLC

By:

A handwritten signature in black ink, appearing to be 'RW', is written over a horizontal line.

Robert Warrington  
Director, Finance & Legal Affairs

Dated: May 31, 2001

**EXHIBIT J**

**COPY OF PROPOSED TARIFF**

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TITLE SHEET

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold and facilities-based interexchange telecommunications services provided by USCarrier Telecom, LLC, with offices at 180 Interstate North Parkway, Suite 200, Atlanta, Georgia, 30339. This tariff applies to services furnished within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority ("TRA"), and copies may be inspected during normal business hours at the Company's principal place of business.

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**TABLE OF CONTENTS**

TITLE SHEET

TABLE OF CONTENTS

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**CHECK SHEET**

Sheets 1 through 17, inclusive, of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original

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**TARIFF FORMAT**

**A. Sheet Numbering:** Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Sheet Revision Numbers:** Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the TRA. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., that the TRA follows in its tariff approval process, the most current sheet number file with the TRA is not always the tariff page in effect. Consult the Check Sheet for the sheet most currently in effect.

**C. Paragraph Numbering Sequence:** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.1  
2.1.1  
2.1.1.A  
2.1.1.A..1  
2.1.1.A..1.(a)  
2.1.1.A..1.(a).I  
2.1.1.A..1.(a).I.(i)  
2.1.1.A..1.(a).I.(i).(1).

**D. Check Sheets:** When a tariff filing is made with the TRA, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the TRA.

### SYMBOLS

The following are the only symbols used for the purposes indicated below:

D - Delete or discontinue.

I - Change resulting in an increase to a Customer's bill.

M - Moved from another tariff location.

N - New.

R - Change resulting in a reduction to a Customer's bill.

T - Change in text or regulation, but no change in rate or charge.

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**SECTION 1**  
**TECHNICAL TERMS and ABBREVIATIONS**

**AUTHORITY OR TRA**

The term "Authority" or "TRA" refers to the Tennessee Regulatory Authority.

**COMPANY or CARRIER**

USCarrier Telecom, LLC

**CUSTOMER**

The person, firm, corporation, or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

**MILEAGE**

Airline miles between calling areas. The airline mileage distance between the origination and termination of a telephone call.

**UNDERLYING CARRIER**

A variety of telecommunications carriers whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within Tennessee. Telecommunications is the transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.



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## **SECTION 2**

### **RULES and REGULATIONS**

#### **2.1 Undertaking of Company**

- 2.1.1 Company's services are furnished for intrastate communications originating at specified points within the State of Tennessee under terms of this Tariff.
- 2.1.2 Company provides the communications services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to Company's point-of-presence. Company's services are provided on a monthly basis, unless ordered on a longer term basis, and are available twenty-four (24) hours per day, seven (7) days a week.

#### **2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of facilities of Underlying Carriers and the provisions of this Tariff.
- 2.2.2 Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, or when the Customer is using service in violation of the law or the provisions of this Tariff.
- 2.2.3 Prior written permission from Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

#### **2.3 Liabilities of the Company**

- 2.3.1 Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an

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amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur.

- A. The liability of the Company, if any, for damages resulting in whole or in part from, or arising in connection with, the furnishing of Service under this Tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects in transmission occurring after Service activation and during the course of furnishing Service or arising out of any failure to furnish Service, shall in no event exceed an amount of money equivalent to the proportionate charge to Customer for the period of Service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur and continue. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or Service which are caused by or contributed to by the negligence or willful act of Customer which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- B. The Company is not liable for any act, omission, or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the Services received by Customer or the unavailability of or any delays in the furnishing of any Services or facilities which are provided by any Local Exchange Carrier or an Underlying Carrier.
- C. Under no circumstances shall the Company or its officers, agents, or employees be liable for indirect, incidental, special, or consequential damages.
- D. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order, or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the Services provided hereunder; national

emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.

- E. The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the Service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or Facilities.

## 2.4 Interruption of Service

2.4.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer.

2.4.2 Credit computations are provided for in Section 3.2 below.

## 2.5 Contested Charges

Subject to the conditions described in Section 2.7 below, for consideration of any disputed charge, a Customer must notify Company, within thirty (30) days of the date the bill is issued, of the call details and basis for any requested adjustment. Company will promptly investigate and advise the Customer as to its findings and disposition. Any undisputed charges must be paid on a timely basis. Any disputed charges that cannot be resolved between a Customer and Company may be appealed to the Commission.

## 2.6 Billing Entity Conditions

When billing functions on behalf of Company or its intermediary are performed by local exchange telephone companies, credit card companies, or others, the

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payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply.

2.7 Returned Check Charge

A charge of \$25.00 or applicable state returned check charge, whichever is less, may be applied if a check or draft presented for payment of service is not accepted by the institution on which it is written.

2.8 Deposit

The Company does not require a deposit from the Customer. For Customers for whom the Company believes an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and, if necessary, a new advance payment will be collected for the next month.

2.9 Taxes

All federal, state and local taxes (i.e., excise tax, gross receipts tax, sales tax, municipal utilities tax) are billed as separate line items and are not included in the quoted rates.

2.10 Disconnection of Service by Carrier

The Company, upon five (5) business days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.10.1 Non-payment of any sum to Carrier for regulated service for more than thirty (30) days beyond the date of rendition of the bill for such service;
- 2.10.2 A violation of any regulation governing the service under this tariff;
- 2.10.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service; or

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## 2.11 Calculation of Distance

Usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the private line facilities at issue.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate center involved. Company uses the rate centers and associated vertical and horizontal coordinates that are reflected in the National Exchange Carriers Association, Inc. Tariff FCC No. 4.

EXAMPLE: Distance between Miami and New York City -

	V	H
Miami	8,351	529
New York	4,997	1,408
Difference	3,354	-879

Square and add:  $11,249,316 + 772,641 = 12,021,957$

Divide by 10 and round:  $12,021,957/10 = 1,202,195.70$   
 $= 1,202,196$

Take square root and round:  $1,202,196 = 1,096.4$   
 $= 1,097 \text{ miles}$

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### **SECTION 3**

#### **DESCRIPTION, RATES AND CHARGES FOR DIGITAL PRIVATE LINE SERVICE**

##### **3.1 Description of Service**

Private Line Service is dedicated for the use of a specific Customer of Company and is offered on a resold basis by the Company through its underlying carrier or through Company-provided facilities where such facilities exist. Private Line Service offers a direct transmission channel for the exclusive use of a Customer from the Company's Points of Presence ("POPs"). Private Line Service is billed based on the monthly rates quoted in this tariff. At the request of the Customer, Company will be the authorized agent and will make reasonable efforts to arrange service which may include terminal equipment, circuit conditioning and arrangements for Local Exchange Carrier ("LEC") access facilities. Private Line Service will be offered subject to the provisions of this tariff and the availability of facilities.

##### **3.2 Terms and Conditions**

- 3.2.1 Company reserves the right to discontinue service upon written notice when conditions are beyond its control, or when the Customer is using service in violation of the law or the provisions set forth in this tariff.
- 3.2.2 Private Line Service is offered seven (7) days a week, twenty-four (24) hours a day.
- 3.2.3 For the purpose of computing monthly Private Line charges in this Tariff, a month is considered to have thirty (30) days.
- 3.2.4 Private Line Service will be billed on the basis of a minimum of at least one (1) month, beginning on the date that billing becomes effective.
- 3.2.5 Recurring charges are billed effective on the date the Private Line Service is provided to the Customer by Company based on service period of one (1) month.

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- 3.2.6 Non-recurring Charges are billed in the month in which the Private Line Service is provided.
- 3.2.7 Upon the date of the first billing cycle following the installation of the Private Line Service, a bill will be issued for the service period from installations of service to the billing cut-off date and an advance billing of service for one (1) month.
- 3.2.8 If an order for service is canceled by a Customer before the service is installed or before completion of the minimum one month service, the Customer will be responsible for payment of the non-recoverable portions of charges or liabilities incurred on behalf of the Customer by Company.
- 3.2.9 The Customer must insure that any Customer Provided Equipment ("CPE") and/or system is properly interfaced with the service provided by the Company to the Customer. In addition, any signals emitted from CPE into the network facilities furnished by Company must be of proper bandwidth, power, data speed and signal level to comply with applicable industry and/or regulatory standards.
- 3.2.10 In the event of an interruption of Private Line Service which is not due to network testing, negligence of the Customer or failure of CPE, a credit allowance will be issued to the Customer by Company. When the Private Line Service provided by Company is interrupted for two (2) consecutive hours or more, a credit allowance will be calculated based on the outage time expressed in hours, divided by twenty-four (24) hours per day times the total daily charge for the Private Line Service affected by the outage. Only those portions of the Private Line Service affected by the outage will be considered in determining the amount of the credit allowance. The length of the outage will be measured from the time the Customer is notified by Company or from the time the Customer notifies Company of an outage.
- 3.2.11 Private Line Service provided by Company can be connected with facilities or services of other participating interexchange carriers.
- 3.2.12 Company will attempt to make arrangements for network redundancy on the Private Line Service at the request and the expense of the Customer.

3.2.13 When a Customer requests services not offered under this Tariff, the appropriate recurring and non-recurring charges will be developed by Company according to the necessary engineering, installation, purchases and/or lease of facilities.

### 3.3 DS1 (Digital Signal Level 1) Service

DS-1 Service is a point-to-point high capacity private line service that transports a full duplex signal. DS1 Service is provisioned to operate at a speed of 1.544 million bits per second (Mbps) and is equivalent to the capacity of 24 standard voice circuits. DS1 service is designed for the simultaneous full-duplex transmission of digital signals.

### 3.4 DS3 (Digital Signal Level 3) Service

DS3 Service is point-to-point dedicated high capacity private line service that transports a full duplex signal. DS3 Service is provisioned to operate at a speed of 44.736 million bits per second (Mbps) and is equivalent to the capacity of 672 standard voice circuits. DS-3 service is designed for the simultaneous full-duplex transmission of digital signals.

## 3.5 RATES and CHARGES

### 3.5.1 General

The rates and charges for digital private line service fall into two categories. The interoffice channel ("IOC") category encompasses that portion of the service provided between the Company POPS. IOCs are comprised of two rate components, a fixed charge and charge per airline mile. Optional features and services encompass additional services or service options available to Customers for additional charges.

### 3.5.2 DS1 Rates and Charges

#### 3.5.2.A Interoffice Channels -Monthly Charges

<u>Distance</u>	<u>Per-Month Fixed Charges</u>	<u>Charges Per Airline Mile</u>
0 - 14 Miles	\$200.00	\$-0-
15 - 100 Miles	\$ -0-	\$ 14.40
Over 100 Miles	\$ -0-	\$ 14.40



3.5.2.B Installation Charge

Initial DS1  
Non-Recurring Charges  
Per Service Order  
 \$300.00

Each Additional DS1  
Non-Recurring Charges  
Per Service Order  
 \$100.00

3.5.3 DS3 Rate3.5.3.A Interoffice Channels - Monthly Charges

<u>Distance</u>	<u>Per-Month</u> <u>Fixed Charges</u>	<u>Charges Per</u> <u>Airline Mile</u>
0 - 14 Miles	\$3,010.00	\$-0-
15 - 100 Miles	\$ -0-	\$215.04
101-200 Miles	\$ -0-	\$215.04
Over 200 Miles	\$ -0-	\$215.04

3.5.2.B Installation Charge

Initial DS1  
Non-Recurring Charges  
Per Service Order  
 \$350.00

Each Additional DS1  
Non-Recurring Charges  
Per Service Order  
 \$150.00

3.6 Optional Features and Services3.6.1 Local Distribution Channels obtained by the Company

The monthly recurring charges and installation charges will be calculated on an individual case basis in accordance with the charges set forth in the relevant Local Distribution Channel Provider's tariff or contract. An administration fee of 10% will be added to all monthly recurring and installation fees charged by the Local Distribution Channel Provider.

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### 3.6.2 DS3 to DS1 Multiplexing

3.6.2.A	<u>Monthly Charges</u>	<u>Recurring Charge</u>
	Per Multiplexer Per Location	\$400.00
3.6.2.B	<u>Installation Charge</u>	<u>Non-Recurring Charge</u>
	Per Multiplexer Per Location	\$200.00

### 3.7 Special Services

From time to time the Company may offer special services to Customers on an individual case basis (ICB). The provisions for any such services will be summarized in this section of the tariff.

**EXHIBIT K**

**SWORN PRE-FILED TESTIMONY**

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

IN RE:

APPLICATION OF USCARRIER TELECOM, LLC	)	
FOR A CERTIFICATE OF PUBLIC CONVENIENCE	)	DOCKET NO.
AND NECESSITY TO PROVIDE INTEREXCHANGE	)	
TELECOMMUNICATIONS SERVICES	)	

**Testimony of  
Robert D. Warrington**

On Behalf of  
USCarrier Telecom, LLC

June 12, 2001

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

**TESTIMONY OF ROBERT J. WARRINGTON**

**I. Introduction**

1       **Q:     PLEASE STATE YOUR NAME AND BUSINESS ADDRESS FOR**  
2       **THE COMMISSION.**

3       A:     Robert D. Warrington, 180 Interstate North Parkway, Suite 200, Atlanta,  
4       Georgia 30339.

5       **Q:     BY WHOM ARE YOU CURRENTLY EMPLOYED AND IN WHAT**  
6       **CAPACITY?**

7       A:     USCarrier Telecom, LLC as Director of Finance and Legal Affairs.

8       **Q:     HOW LONG HAVE YOU BEEN EMPLOYED BY USCARRIER**  
9       **TELECOM, LLC?**

10      A:     I have been employed by USCarrier Telecom, LLC since September 1999.

11      **Q:     PLEASE BRIEFLY DESCRIBE YOUR DUTIES.**

12      A:     I am responsible for all legal, regulatory and financial matters for  
13      USCarrier under the direction of the Chief Operating Officer.

14      **Q:     TELL US ABOUT YOUR EDUCATIONAL AND WORK**  
15      **BACKGROUND, INCLUDING YOUR EXPERIENCE IN THE**  
16      **TELECOMMUNICATIONS INDUSTRY.**

17      A:     I have a Juris Doctorate Degree from Rutgers University, an MBA from  
18      Columbia University and a Bachelor of Arts Degree from Lincoln  
19      University. I have worked in the telecommunications industry for over

20 twenty-five years. Most recently I worked for Telcordia Technologies,  
21 Inc. in the area of Public Policy and Regulatory Solutions. Prior to  
22 working at Telcordia, I worked for AT&T Bell Laboratories.

23 **Q: HAVE YOU TESTIFIED BEFORE STATE PUBLIC UTILITY**  
24 **COMMISSIONS PREVIOUSLY?**

25 A: Yes. I have represented USCarrier before the Alabama Public Service  
26 Commission.

27 **Q: DID YOU PREPARE OR HAVE YOU REVIEWED THE**  
28 **APPLICATION FILED ON BEHALF OF USCARRIER TELECOM,**  
29 **LLC?**

30 A: Yes.

31 **Q: ARE ALL STATEMENTS IN USCARRIER TELECOM'S**  
32 **APPLICATION TRUE AND CORRECT TO THE BEST OF YOUR**  
33 **KNOWLEDGE, INFORMATION AND BELIEF?**

34 A: Yes.

35 **Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

36 A: The purpose of my testimony is to present evidence of the financial,  
37 technical and managerial abilities of USCarrier Telcom, LLC to provide  
38 interexchange telephone service in Tennessee. Also, my testimony will  
39 describe the services sought to be provided by USCarrier in Tennessee.

40 **Q: WHAT IS USCARRIER SEEKING IN THIS APPLICATION?**

41 A: USCarrier is seeking a Certificate of Public Convenience and Necessity to  
42 provide Interexchange Telecommunication Services in the State of  
43 Tennessee.

## **II. Corporate Information/Company Description**

**Q: TELL US A LITTLE ABOUT THE HISTORY OF USCARRIER TELECOM, LLC AND EXPLAIN THE NATURE OF ITS EXISTING BUSINESS.**

**A:** USCarrier Telecom, LLC, a Georgia limited liability company, was organized as "Georgia Independent Telco Group, LLC" on June 16, 1997. Its membership consists of 20 independent local exchange companies, or affiliates of local exchange companies, 19 of which are certificated in Georgia. The Georgia Independent Telco Group, LLC officially changed its name to USCarrier Telecom, LLC on May 26, 1999. USCarrier Telecom, LLC has no subsidiaries.

The Company was formed to: (a) provide telecommunications services and equipment, and services incidental to the provision of telecommunications services; (b) invest in entities which provide such services and equipment; (c) negotiate on behalf of its members with vendors in an effort to produce favorable pricing on services and equipment; and (d) conduct business in the State of Georgia or any other state for any lawful purpose for which a limited liability company may be organized. The Company began operations on a limited scale in December 1998 and is currently a wholesale provider offering interexchange and broadband services to other carriers.

The Company's initial plans call for the resale of fiber optic capacity at the T-1, DS3, OC-3, OC-12 and OC-48 bandwidth levels to other carriers in the Southeast United States.

**Q: DESCRIBE THE OWNERSHIP AND MANAGEMENT OF USCARRIER.**

**A:** As stated previously, USCarrier is a Georgia limited liability company. Its membership consists of 20 independent local exchange companies or

71 affiliates of local exchange companies. The member companies and their  
72 representatives are described in Exhibit B to the USCarrier Tennessee  
73 application. The Company is managed by its Members. The Members  
74 have appointed a Management Committee to perform all activities and/or  
75 functions, as they may deem necessary or appropriate to market, sell,  
76 establish, operate, maintain, and manage the Company's business. Nine  
77 persons sit on the Management Committee. Each of these individuals is a  
78 senior-level executive with a Member. Four of the Management  
79 Committee members serve as the Company's officers (Chairman and  
80 President, Vice-President, Treasurer, and Secretary).

81 The Management Committee has hired a Chief Operating Manager who is  
82 responsible for day-to-day management tasks of the Company. The names and  
83 experience of the Chief Operating Manager and his staff are as follows:

84 Joseph C. Hensley - Chief Operating Manager. He is responsible for successfully  
85 interpreting all company policies, company operations, employee productivity,  
86 financial and commercial affairs. Mr. Hensley is a former managing partner of  
87 the CPA firm of Hensley, Land & Associates, PC. He has over twenty years  
88 experience in a number of areas related to business, industry, government and  
89 regulated entities. Much of his experience is with start-up companies,  
90 professional consulting, planning, and personnel consulting. He graduated from  
91 Georgia Institute of Technology with a BS in Industrial Management with highest  
92 honors.

93 Ronald G. Morrison - Director of Sales & Marketing. He has thirty-three years of  
94 experience in the telecommunications industry in Sales, Technical Support,  
95 Contract Negotiations, Relationship Management and Staff Management. He has  
96 worked with other U.S. and international companies. This experience allows him  
97 to apply a unique approach to addressing the competitive market and developing  
98 winning solutions that meet a client's business needs.



Pedro Ferreria - Director of Network Operations & Engineering. He has been employed with USCarrier since April 15, 2001, as Director of Network Operations and Engineering. In this position, Mr. Ferreria has responsibility for Engineering, Provisioning and Network Operations. Mr. Ferreria has a B.S. in Electrical Engineering from the College of Engineering at Rutgers University, New Brunswick, New Jersey. Prior to his appointment with USCarrier, Mr. Ferreria was employed as a consultant designing and providing technical specifications for network architectures. As part of his consulting work, he worked with USCarrier developing and implementing an internet product.

Judith Wallace - Director of Human Resources and Investor Relations. Ms. Wallace has been employed by USCarrier since May 1999. She was previously employed by AT&T in various capacities, including South Central Associate Manager, Accounting Regulatory, Southern Region Branch Operating Manager, Contract Negotiations, Executive Staff Support, Sales and Technical Support and Project Management.

USCarrier currently employs 45 people. The average length of telecommunications experience (excluding administrative assistants) is approximately fifteen years.

**Q: AS A FOREIGN LIMITED LIABILITY COMPANY, HAS USCARRIER QUALIFIED TO DO BUSINESS IN TENNESSEE?**

A: Yes, USCarrier was issued a Certificate of Authority by the Tennessee Secretary of State on May 4, 2000, which is attached as Exhibit E to the USCarrier application.

**Q: PLEASE LIST THE NAMES AND TITLES OF THE APPLICANT'S OFFICERS.**

A: Johnny Zoucks, President & Chairman  
Greg Davis, Vice Chairman

126 Richard Price, Treasurer  
127 Gordon M. Duff, Secretary

128 **Q: TO YOUR KNOWLEDGE, HAVE ANY OF THOSE OFFICERS,**  
129 **MEMBERS OF THE MANAGEMENT COMMITTEE OR MEMBERS OF**  
130 **THE CHIEF OPERATING OFFICER'S ORGANIZATION EVER BEEN**  
131 **CONVICTED OF A FELONY?**

132 A: No.

133 **Q: IN ADDITION TO YOURSELF, TELL US ABOUT THE MANAGEMENT**  
134 **AND EMPLOYEES OF USCARRIER TELECOM, LLC WHO WILL BE**  
135 **DIRECTLY INVOLVED IN THIS SERVICE OFFERING.**

136 A: USCarrier plans to manage the network in Tennessee with its existing employees  
137 and does not anticipate having employees in the state.

### **III. Financial Condition**

137 **Q: THE COMPANY PROVIDED THE COMMISSION WITH CERTAIN**  
138 **FINANCIAL STATEMENTS DATED APRIL 30, 2001. HAS THE**  
139 **FINANCIAL CONDITION OF THE COMPANY CHANGED**  
140 **MATERIALLY SINCE THE DATE OF THIS STATEMENT?**

141 A: No. USCarrier closed a long-term debt facility for \$25 million on April 30, 2001,  
142 to be used for network expansion. USCarrier has drawn down \$18 million of this  
143 loan amount thus far.

144 **Q: WILL YOU PLEASE HIGHLIGHT THE ASSETS AND REVENUES OF**  
145 **THE COMPANY AS EXPRESSED IN THE FINANCIAL STATEMENTS?**

146 A: As of December 31, 2000, USCarrier had over \$39 million dollars in assets, \$35  
147 million dollars of which consisted of network plant and equipment. Total  
148 operating revenues for the year equaled \$4.2 million dollars while expenses

149 totaled more than \$11.8 million resulting in a loss for the year of approximately  
150 \$7.6 million. Losses for 2001 are expected to be approximately \$4.5 million.

151 **Q: DOES USCARRIER HAVE THE FINANCIAL RESOURCES TO**  
152 **PROVIDE TELECOMMUNICATIONS SERVICE TO CONSUMERS IN**  
153 **ITS PROPOSED SERVICE AREA?**

154 A: Yes.

155 **Q: ARE THE MEMBERS OF USCARRIER COMMITTED TO PROVIDING**  
156 **ADDITIONAL CAPITAL, IF NEEDED, TO ENSURE THE SUCCESS OF**  
157 **THE COMPANY'S SERVICE OFFERING IN TENNESSEE?**

158 A: Yes.

#### IV. Description of Services and Customer Relations

157 **Q: PLEASE DESCRIBE THE SERVICES THAT USCARRIER SEEKS TO**  
158 **PROVIDE THROUGH THE GRANT OF ITS APPLICATION IN THIS**  
159 **DOCKET.**

160 A: US Carrier seeks to provide high speed dedicated point to point digital bandwidth  
161 services, long distance resale, and wholesale internet access service within the  
162 State of Tennessee.

163 **Q: PLEASE DESCRIBE IN MORE DETAIL THE PARTICULAR**  
164 **FACILITIES THAT USCARRIER WILL MAKE AVAILABLE IN**  
165 **TENNESSEE.**

166 A: USCarrier will make these services available through its initial point of presence  
167 in Chattanooga, TN.

168 **Q: WITH REGARD TO THE SALE OF THE FACILITIES OF OTHERS,**  
169 **HAS USCARRIER ALREADY NEGOTIATED AGREEMENTS WITH**  
170 **OTHER CARRIERS?**

171 A: USCarrier is in the process of negotiating various agreements with companies in  
172 Tennessee but has not yet concluded any transactions. USCarrier has already  
173 negotiated several interconnection agreements with carriers in Georgia.

174 **Q: WHO WILL BE USCARRIER'S TARGET MARKET IN TENNESSEE?**

175 A: USCarrier's target market will be small and medium-size carriers and other  
176 service providers.

177 **Q: WHY IS THAT YOUR TARGET MARKET?**

178 A: Internet usage and data services have pushed network demand to record levels,  
179 and the ability to meet customers' desire for fiber service is the major challenge  
180 facing wholesale carriers today. While there is an abundance of dark fiber being  
181 marketed, USCarrier believes that the availability of lit fiber is in short supply.  
182 USCarrier is positioning itself as a transport provider and an enabler for  
183 communications carriers to expand their capacity and reach into Tennessee. In  
184 this role, USCarrier will provide underlying service to other duly certified carriers  
185 in the state.

186 **Q: DESCRIBE THE MARKETING PROGRAM OF USCARRIER.**

187 A: USCarrier will utilize existing relationships with many of the current national  
188 carriers it now markets to for service needs in Tennessee. In addition, it will  
189 develop relationships with internet service providers, wireless carriers and  
190 regional carriers who have businesses within the State of Tennessee. Most  
191 contacts will be made through various trade organizations and trade shows. The  
192 company will have an internet site that its customers can access for route  
193 information and sales contacts. No telemarketing efforts to support our sales  
194 efforts is anticipated.

195 **Q: IF USCARRIER DOES DECIDE TO USE TELEMARKERS TO OBTAIN**  
196 **CUSTOMERS, WILL THE COMPANY HAVE CONTROL OVER THE**  
197 **SCRIPT?**

198 A: USCarrier's marketing plan does not foresee any telemarketing needs for this type  
199 of market. However, if there were any need in the future, the company would  
200 control the script and it will comply with Tennessee statute and Tennessee  
201 Regulatory Authority regulations.

202 **Q: DOES USCARRIER HAVE A TOLL-FREE NUMBER FOR CUSTOMERS**  
203 **TO USE IN THE EVENT OF PROBLEMS?**

204 A: Yes. The number is 1-877-872-2774.

205 **Q: HAVE YOU REVIEWED GENERALLY THE RULES AND**  
206 **REGULATIONS PUBLISHED BY THE TENNESSEE REGULATORY**  
207 **AUTHORITY FOR TELECOMMUNICATIONS CARRIERS? WILL YOU**  
208 **ABIDE BY SUCH REGULATIONS?**

209 A: Yes.

210 **Q: IN ACCORDANCE WITH SECTION 65-5-213 OF THE TENNESSEE**  
211 **CODE, DOES USCARRIER ACKNOWLEDGE THE IMPORTANCE OF**  
212 **SUPPORTING SMALL AND MINORITY OWNED TELECOMMUNI-**  
213 **CATIONS BUSINESSES AND DOES IT AGREE TO CONTRIBUTE ITS**  
214 **SHARE TO THE FUND ESTABLISHED BY THE TENNESSEE**  
215 **DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT?**

216 A. Yes, USCarrier acknowledges the importance of supporting small and minority  
217 owned telecommunication businesses and will fully contribute its share to the said  
218 fund. Also, USCarrier by my direction and hand has effectuated a Small and  
219 Minority Owned Telecommunications Business Participation Plan, and a copy of  
220 said plan is attached.

221 **Q. YOU HAVE ATTACHED A TARIFF TO YOUR APPLICATION. WILL**  
222 **THE COMPANY ENSURE THAT ITS TARIFFS ARE IN COMPLIANCE**  
223 **WITH THE TENNESSEE REGULATORY AUTHORITY'S TELEPHONE**

225 **RULES? WILL IT UPDATE SUCH TARIFFS AS NEEDED TO REFLECT**  
226 **ANY REQUESTED STAFF CHANGES?**

227 A: Yes.

228 **Q: WHERE WILL THE COMPANY'S RECORDS BE KEPT?**

229 A: All Company records, including financial, will be maintained in our Atlanta  
230 office.

**V. Regulatory History of the Company**

219 **Q: IS THIS COMPANY CERTIFIED IN ANY OTHER STATES?**

220 A: Yes, USCarrier is certificated by the Georgia Public Service Commission to  
221 construct or operate telephone line, plant or systems, to provide local exchange  
222 service and to provide interexchange telecommunications services. The Florida  
223 Public Service Commission has certificated USCarrier to provide interexchange  
224 telecommunications service. The Alabama Public Service Commission has also  
225 granted an interexchange certificate to USCarrier. The Federal Communications  
226 Commission has granted USCarrier a Section 214 Authorization.

227 **Q: HAS THE COMPANY EVER BEEN DENIED CERTIFICATION IN ANY**  
228 **STATE OR IS IT CURRENTLY THE SUBJECT OF A FORMAL SHOW**  
229 **CAUSE, CEASE AND DESIST PROCEEDING OR OTHER SIMILAR**  
230 **STATE OR FEDERAL PROCEEDING?**

231 A: No.

232 **Q: HAS ANY STATE EVER REVOKED THE CERTIFICATION OF**  
233 **USCARRIER TELECOM, LLC?**

234 A: No.

235 **Q: HAS USCARRIER EVER BEEN INVESTIGATED OR SANCTIONED BY**  
236 **ANY REGULATORY AUTHORITY FOR SERVICE OR BILLING**  
237 **IRREGULARITIES?**

238                    A:    No.

239           **Q:     PLEASE EXPLAIN USCARRIER’S PROCEDURES FOR RESPONDING**  
240           **TO INFORMATION REQUESTS FROM THE TENNESSEE**  
241           **REGULATORY AUTHORITY AND ITS STAFF.**

242 A: USCarrier will process all requests from the Tennessee Regulatory Authority on  
243 an expedited manner through the office of the Director of Finance and Legal  
244 Affairs.

## VI. Public Interest

245 **Q: WILL THE PUBLIC INTEREST OF TENNESSEE CITIZENS BE**  
246 **SERVED BY THE COMPANY'S PROPOSED SERVICE IN TENNESSEE?**

247 A: Yes.

248 **Q: WHY DO YOU BELIEVE THAT YOUR SERVICE WILL BE IN THE**  
249 **PUBLIC INTEREST?**

250           A:     USCarrier will enable many more carriers, internet service providers and wireless  
251                   service providers access to markets within the State of Tennessee. This will allow  
252                   more competition in those service areas which will result in lower prices and more  
253                   capabilities for the businesses and consumers of the state.

254 **Q: WOULD YOU PLEASE RESTATE WHAT THE SCOPE OF THE**  
255 **AUTHORITY IS THAT YOU SEEK?**

256 A: US Carrier seeks only such statewide authority previously granted by this  
257 Authority to other similarly situated interexchange carriers for resale and  
258 facilities-based services.

259

**Q: DOES THIS CONCLUDE YOUR TESTIMONY?**

260

A: Yes.

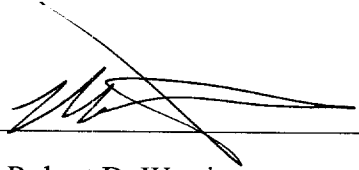


## VERIFICATION

State of Georgia

County of Cobb

I, Robert D. Warrington, Director of Finance and Legal Affairs of USCarrier Telecom, LLC hereby verify that I have filed the Prefiled Testimony in this matter and that the statements in it are true and correct to the best of my knowledge, information and belief.

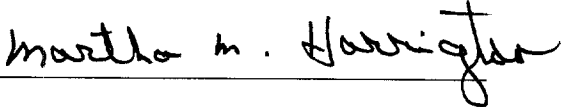
BY:  \_\_\_\_\_

NAME: Robert D. Warrington

TITLE: Director, Finance and Legal Affairs

DATE: 5/31/01

Sworn to and subscribed before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Robert D. Warrington, this 31<sup>st</sup> day of May, 2001.

 \_\_\_\_\_

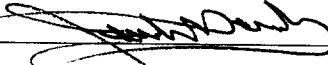
My Commission expires: **Notary Public, Cobb County, Georgia**  
**My Commission Expires August 5, 2004**

## VERIFICATION

State of Georgia

County of Cobb

I, Joseph C. Hensley, am authorized to represent USCarrier Telecom, LLC and to make this Verification on its behalf. The statements in the foregoing Application for Certificate to Provide Interexchange Services and attached Exhibits are true and correct to the best of my knowledge, information and belief.

BY: 

NAME: Joseph C. Hensley

TITLE: Chief Operating Officer

DATE: 5/31/01

Sworn to and subscribed before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Joseph C. Hensley, this 31<sup>st</sup> day of May, 2001.

Martha M. Harrington

My Commission expires: ~~Notary Public, Cobb County, Georgia~~  
~~My Commission Expires August 5, 2004~~

## **CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true and exact copy of the within and foregoing Application on behalf of USCarrier Telecom, LLC via United States mail, first class postage prepaid and properly addressed to the following:

Ardmore Telephone Company, Inc.  
P.O. Box 549  
517 Ardmore Avenue  
Ardmore, TN 38449

BellSouth Telecommunications, Inc.  
333 Commerce Street  
Nashville, TN 37201-3300

Century Telephone of Adamsville  
P.O. Box 405  
116 N. Oak Street  
Adamsville, TN 38310

Century Telephone of Claiborne  
P.O. Box 100  
507 Main Street  
New Tazewell, TN 37825

Century Telephone of Ooltewah-Collegedale,  
Inc.  
P.O. Box 782  
5616 Main Street  
Ooltewah, TN 37363

Citizens Communications Company of  
Tennessee  
P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701

Citizens Communications of the Volunteer State  
P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701

Loretto Telephone Company, Inc.  
P.O. Box 130  
Loretto, TN 38469

Millington Telephone Company, Inc.  
P.O. Box 429  
4880 Navy Road  
Millington, TN 38083-0429

Sprint-United  
112 Sixth Street  
Bristol, TN 37620

TDS Telecom-Concord Telephone Exchange,  
Inc.  
P.O. Box 22610  
701 Concord Road  
Knoxville, TN 37933-0610

TDS Telecom-Humphreys County  
Telephone Company  
P.O. Box 552  
203 Long Street  
New Johnsonville, TN 37134-0552

TDS Telecom-Tellico Telephone Company,  
Inc.  
P.O. Box 9  
102 Spence Street  
Tellico Plains, TN 37385-0009

TEC-Crockett Telephone Company, Inc.  
P.O. Box 7  
Friendship, TN 38034

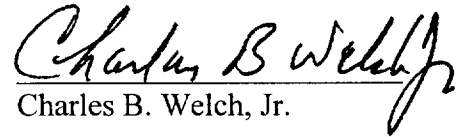
TEC-West Tennessee Telephone Company, Inc.  
P.O. Box 10  
244 E. Main Street  
Bradford, TN 38316

This 12<sup>th</sup> day of June, 2001

TDS Telecom-Tennessee Telephone  
Company  
P.O. Box 18139  
Knoxville, TN 37928-2139

TEC-People's Telephone Company, Inc.  
P.O. Box 310  
Erin, TN 37061

United Telephone Company  
P.O. Box 38  
120 Taylor Street  
Chapel Hill, TN 37034

  
Charles B. Welch, Jr.